

BLOOMFIELD TOWN COUNCIL

Monday, August 11, 2014

Council Chambers – 7:30 p.m.

Sydney T. Schulman, Mayor
Joan Gamble, Deputy Mayor
Patrick A. DeLorenzo Wayne Hypolite
Joseph P. Merritt Joel J. Neuwirth
E. Leon Rivers Derrick A. Seldon
Joseph Washington

- I. Pledge of Allegiance
- II. Roll Call
- III. Announcements and Presentations
 - Presentation of Recognition Certificates to Mr. Al Reichin
- IV. Citizens' Statements and Petitions
 - Statements by members of the public may be oral or written and shall start with the speaker's name and address and shall continue for no longer than five (5) minutes, unless permitted by the Mayor or councilor presiding.*
- V. Report from Council Subcommittees
 - A. Community Services – Councilor Derrick Seldon
 - B. Administration & Education – Councilor Leon Rivers
 - C. Golf – Councilor Leon Rivers
 - D. Public Safety – Councilor Joe Washington
 - E. Committee on Committees – Councilor Joe Washington
 - F. Finance – Councilor Wayne Hypolite
 - G. Land Use & Economic Development – Deputy Mayor Joan Gamble
- VI. Council Business
 - New Business:**
 - 14/15-03: Consider and Take Action Regarding Amendment to Ordinance – Chapter 17, Article V – Scenic Roads
 - 14/15-04: Consider and Take Action Regarding Amendment to Ordinance – Chapter 17, Article III, Division 5 Tree Warden
 - 14/15-05: Consider and Take Action Regarding Amendment to Ordinance – Chapter 17, Article IV - Snow
 - 14/15-06: Consider and Take Action Regarding the Energy Services Agreement Between the Town of Bloomfield and AMERESCO

14/15-07: Discussion and Possible Action Regarding Zoning Regulation §6.3 – Signs

14/15-08: Discussion and Possible Action Regarding Noise Ordinance – Chapter 3, Article II, §3-18(d) and §3-19(b)

14/15-09: Discussion and Possible Action Regarding Bloomfield Welcome, Parks and Other Town Signage.

VII. Report from Mayor and Town Manager

VIII. Approval of Minutes


A. July 14, 2014

IX. Council Comments

X. Executive Sessions

A. Discussion Concerning Pending Claims and Litigation

XI. Adjournment

TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager 
DATE: August 8, 2014
RE: FY 14/15-03: AMENDMENT TO ORDINANCE – SCENIC ROADS

Please review the memorandum dated July 22nd from Public Works Director, John Lawlor, regarding an amendment to the Ordinance regarding Scenic Roads. The referenced section is Sec. 17-165(b) which has been reviewed by Town Attorney Needelman.

Should Council wish to move forward, the following motion would be in order:

Move to refer this to the Administration & Education Subcommittee for review and recommendation.

TOWN OF BLOOMFIELD INTEROFFICE MEMORANDUM

TO: PHILIP SCHENCK, TOWN MANAGER
FROM: JOHN P. LAWLOR, JR., DIRECTOR OF PUBLIC WORKS
SUBJECT: CHANGE TO ORDINANCE – CHAPTER 17, ARTICLE 5,
SCENIC ROADS
DATE: 7/22/2014
CC: FILE

I request that you support the enclosed changes to Chapter 17, Article 5 of the Town Ordinances and forward to the Town Council for action and adoption.

The proposed changes have been reviewed and approved by the Town Attorney.

The proposed changes generally involve a minor modification to the Scenic Road Ordinance identifying the Public Works Director and recognizing the authority of that position. The proposed change also further defines routine road maintenance to include the removal of hazard or diseased trees.

The only section proposed for modification is Sec. 17-165(b). The entire section has been included for your reference.

These changes should be adopted and instituted as soon as practical.

Chapter 17 - STREETS AND SIDEWALKS >> ARTICLE V. - SCENIC ROADS

ARTICLE V. - SCENIC ROADS ^[46]

Sec. 17-161. - Purpose.

Sec. 17-162. - Authority.

Sec. 17-163. - Designation criteria.

Sec. 17-164. - Application procedure.

Sec. 17-165. - Maintenance, alteration and reconstruction.

Sec. 17-166. - Administration.

Sec. 17-167. - Appeals.

Sec. 17-161. - Purpose.

The **scenic** and rural **roads** of the Town of Bloomfield are irreplaceable resources. It is the purpose of this article to balance the need to provide for convenient and safe public transportation routes with the need to preserve these **scenic** and rural **roads**. Therefore, be it ordained by the Town of Bloomfield that, pursuant to the authority granted by Section 7-149a of the Connecticut General Statutes, the Town of Bloomfield shall provide for the designation of certain town highways or portions thereof within its borders as **scenic roads**.

(Ord. No. 2001-3, § 100-1, 11-26-01)

Sec. 17-162. - Authority.

The town plan and zoning commission is hereby authorized to designate any town public highway or any portion of any town public highway ("road") as a **scenic road** ("**scenic road**") in accordance with the procedures in this article. No segment of this article shall be inconsistent with Connecticut State Statutes Title 7, Chapter 98, 7-148, Municipal Powers, or Title 23, Chapter 451, 23-58 to 23-65(e), Tree Warden.

(Ord. No. 2001-3, § 100-2, 11-26-01)

Sec. 17-163. - Designation criteria.

(a)

No **road** or portion of **road** shall be designated as a **scenic road** unless it is free of intensive commercial development and intensive vehicular traffic and unless it has a minimum length of two thousand five hundred (2,500) feet, except that the length of the **road** may be less if the commission finds that the **road** segment contains unique **scenic** features and/or is located between identifiable environmental features and/or intersections.

(b)

Prior to designating a **road** as a **scenic road**, the town plan and zoning commission shall first specifically find that at least one (1) of the following criteria is met:

(1)

The highway is unpaved;

(2)

The highway is bordered by mature trees or stone walls;

(3)

The traveled portion of the highway is no more than twenty (20) feet in width;

(4)

The highway offers **scenic** views;

(5)

The highway blends naturally into surrounding terrain;

(6)

The highway parallels or crosses over brooks, streams, lakes or ponds.

(c)

Aside from these criteria, the town plan and zoning commission may give consideration to the following, including without limitation:

(1)

Buildings, structures or places of historical significance;

(2)

Recreational uses;

(3)

Proximity to open space, agricultural, forest lands, including land that is public nonprofit or privately owned;

(4)

Notable geologic or other natural features which would benefit from a **road's** designation as a **scenic road**.

(d)

No **road** may be designated as a **scenic road** by the town plan and zoning commission unless the owners of the majority of the lot frontage abutting the portion of the **road** proposed for such designation agree to its designation as a **scenic road** by filing a written statement of approval with the Town Clerk of the Town of Bloomfield, which statement of approval shall meet the requirements of section 17-164 of this article.

(Ord. No. 2001-3, § 100-3, 11-26-01)

Sec. 17-164. - Application procedure.

(a)

Request for designation. The town plan and zoning commission shall consider a **road** for designation as a **scenic road** upon receipt of a request for designation and may itself initiate such a request as herein described. No **road** shall be designated as a **scenic road** by the town plan and zoning commission unless a request for designation has been filed with the commission on a form prescribed by it, containing the following information.

(1)

The name of the **road** proposed to be designated as a **scenic road** and a general description of the **road** or portion of it to be designated, which includes the total frontage of the **road** section proposed, and the names and addresses of all abutters. The above information shall be shown on a plan at a minimum scale of one (1) inch equals two hundred (200) feet, showing the limits of the proposed designated section of the **road**.

(2)

A written description identifying those characteristics of the **road** which qualify it for **scenic road** status, including as a minimum but not limited to the criteria set forth in section 17-163 of this article.

(3)

A copy of a statement of approval signed by the owners of a majority of lot frontage abutting the proposed **scenic road** stating that they consent to its designation as a **scenic road**. The statement of approval shall include their names and addresses and the measured lot frontage of each lot along the proposed **scenic road**. The statement of approval shall be in the form prescribed by the town plan and zoning commission and the original shall be filed with the town clerk at the same time as the copy is filed with the commission as part of the request for designation. Where the town plan and zoning commission itself initiates a request for designation, it may waive the requirement that the written statement of approval accompany the request, provided however, that no designation of a **scenic** highway shall be effective unless the written statement of approval executed by the requisite number of owners is filed with the town clerk and the commission prior to final action being taken upon such application.

(b)

Hearing and decisions. Before designating a **road** as a **scenic road**, the town plan and zoning commission shall hold a public hearing in accordance with section 17-166

(c)

Rescission. The town plan and zoning commission may rescind the designation of a **road** as a **scenic road** in accordance with the procedures set forth in section 17-166, provided that the owners of a majority of the lot frontage abutting the **scenic road** concur with such rescission and have filed with the town clerk a written

statement of approval of rescission, which shall include their names and addresses and the measures lot frontage of each lot along the **scenic road**. A copy of said written statement of approval of rescission shall be filed with the town plan and zoning commission at the same time as it is filed with the town clerk. No designation of a **road** as a **scenic road** may be rescinded, and no statement of approval of rescission may be filed, for at least two (2) years after the effective date of the designation of a **scenic road**.

(Ord. No. 2001-3, § 100-4, 11-26-01)

Sec. 17-165. - Maintenance, alteration and reconstruction.

(a)

Preservation objective. The town shall maintain its **scenic roads** in good and sufficient repair and in a safe, passable condition, pursuant to its regular schedule for maintenance of town **roads**. Routine maintenance, alteration and reconstruction of a **scenic road** shall be carried out so as to preserve its **scenic** and rural characteristics, compatible with safe **road** operations. In the case of natural disaster in which a **scenic road** becomes impassable or unsafe for public travel, emergency repairs may be made only to the extent needed to restore the **scenic road** to its pre-emergency condition.

(b)

Routine road maintenance. Routine **road** maintenance shall include the removal of hazard, diseased or dead trees, the trimming of tree branches that encroach on the traveled portion of the **scenic road** below the height needed to allow school buses, **road** maintenance vehicles and emergency vehicles to pass, the trimming or removal of brush and the removal of boulders or other obstacles that encroach on the traveled portion of the **scenic road** or block safe sight distance, the necessary trimming for utility lines, the trimming of brush to enhance and protect **scenic** views, stone walls, mature trees and other characteristics of the **scenic road** set forth in the decision designating it as a **scenic road**, the correction of drainage problems, provided that such measures would not otherwise be considered alteration or improvements, the regravelling of **scenic roads** having gravel surfaces and the resurfacing, restoration and repair of existing paved roadway surfaces. The town engineerPublic Works Director shall monitor routine **road** maintenance of **scenic roads** to ensure compliance with this article.

(c)

Definition. As used herein, the term "alteration of a **scenic road**" shall mean all repairs or improvements other than routine maintenance as described in subsection (b) above, or repairs made necessary by natural disaster, as described in subsection (a) above, and shall include any widening or straightening of the right-of-way, the paving of a **scenic road** having a gravel surface, the removal of stone walls, the

removal of mature trees, the regarding of roadside slopes and all other similar improvements. As used herein, the term "reconstruction of a **scenic road**" shall mean the complete removal of the **road** surface and/or subsurface for the purpose of reconstructing the **scenic road** in its entirety, including recycling methods and any extension of the width of the **scenic road**. Any alteration of a **scenic road** or reconstruction of a **scenic road** shall be made in accordance with the following procedures.

(d)

Procedures.

(1)

The commission shall hold a public hearing in accordance with the requirements of section 17-166 on any proposal for the alteration or reconstruction of a **scenic road**, even where the proposal is part of a zoning or subdivision application for which no public hearing is otherwise required. Upon the filing of such a proposal with the town plan and zoning commission, the commission shall ask the director of planning and the town engineer each to submit a report of their views on the proposal and shall consider each report in the process of making the decision. If the decision of the town plan and zoning commission is anything other than approval of the proposal as submitted by the public agency, the public agency may, within fifteen (15) days after the decision has been published in a newspaper having general circulation in the town, file an appeal in writing, with the town council. The town council shall thereafter review the record before the town plan and zoning commission including the public agency proposal, the commission decision and the reasons for the decision as stated in the record and within thirty (30) days after filing of the appeal with it, shall render its decision either affirming, modifying and affirming or overruling and setting aside the decision of the commission.

(2)

The commission shall hold a public hearing in accordance with the requirements of section 17-166 for any zoning or subdivision application which includes proposals for the alteration of a **scenic road** or reconstruction of a **scenic road** as part of the application. The process and timing of both requests shall be conducted simultaneously. The town plan and zoning commission may require the applicant to submit engineering or other technical reports documenting a need for the alteration or reconstruction and evaluating potential alternative solutions. The town plan and zoning commission shall evaluate both the subdivision **road** standards and the **scenic** values when considering the application.

(3)

Proposals for the alteration of a **scenic road** or reconstruction of a **scenic road** made by a private applicant, other than those for a subdivision having a public hearing, shall be submitted to the town plan and zoning commission for approval, and the commission shall approve, modify and approve or disapprove any proposal after a public hearing conducted in accordance with the requirements of section 17-166. If it deems it necessary, the town plan and zoning commission may require the applicant to submit engineering or other technical reports documenting a need for the alteration or reconstruction and evaluating potential alternative solutions. The town plan and zoning commission shall evaluate both the subdivision highway standards and the **scenic** values in considering such proposals for the alteration or reconstruction.

(e)

Standards for alteration or reconstruction.

(1)

No alteration of a **scenic road** or reconstruction of a **scenic road** (see subsection (3)) shall be made unless the town plan and zoning commission determines that such alteration or reconstruction is necessary to maintain the **scenic road** in good and sufficient repair and in safe condition for public travel.

(2)

In determining whether to allow the proposed alteration of a **scenic road** or reconstruction of a **scenic road**, the town plan and zoning commission shall take into account the specific safety measures of the proposed change and the overall impact of the proposed change. Any decision by the town plan and zoning commission to permit an alteration of a **scenic road** or reconstruction of a **scenic road** shall reflect the least possible damage to the character of the **scenic road**. If an alteration of a **scenic road** or reconstruction of a **scenic road** is approved, the town plan and zoning commission shall specify the following requirements as they relate to **scenic** values:

Curves—Curves shall not be eliminated unless they are found to be a hazard.

Grades—Hills and valleys shall not be destroyed by cuts and fills unless absolutely essential for **road** safety.

Widths—A **scenic road** should only be widened if the town plan and zoning commission finds that the amount of traffic, safe **road** operations and

maintenance needs require such widening. For some rural **roads**, the amount of traffic that can be handled can be greatly increased by wide bypasses and turnouts, constructed at intervals where they do the least damage to **scenic** and other values.

Side slopes—The existing steepness of side slopes is preferable to the reduction of gradient by the extensive removal of soil and rock. This is especially true where the slope is fully stabilized and where it is rich with existing ground cover, shrubs and trees.

Vistas—Vistas of distinct landscapes shall be preserved by suitable vegetation management techniques.

Vegetation—Vegetation on the side of the **scenic road** shall be managed in such a way as to preserve wild flowers, shrubs of ornamental and wildlife values, trees, overarching isolated trees and trees forming a canopy.

Stone walls—If stone walls or portions thereof must be removed, they shall be rebuilt along the affected portion of the **scenic road**.

(3)

The town plan and zoning commission shall assure itself that suitable vegetation management techniques are employed to preserve any tree canopy, shrubs and other vegetation, consistent with the need for clearances for utility lines.

(4)

The town plan and zoning commission shall not grant an application for alteration or reconstruction of a **scenic road** where such application is made to accommodate a proposed subdivision or other development unless the commission determines that such alteration or reconstruction will not have a material adverse effect on the characteristics of the **scenic road** which formed the basis for its designation as a **scenic road**.

(5)

Reconstruction criteria. No **scenic road** may be reconstructed beyond that permitted in accordance with the provisions of section 17-165 of this article, unless the town plan and zoning commission finds that there is no reasonable alternative to the improvement or alteration of the **scenic road** other than such reconstruction. Such finding shall be based upon approved **road** construction and safety standards and a finding that the alteration or reconstruction is necessary to maintain the **scenic road** in good and

sufficient repair and in safe condition for travel in accordance with provisions of this section. Before any alteration or reconstruction may be made to a **scenic road** pursuant to this section, all other requirements and procedures of section 17-166 of this article must be complied with.

(6)

Rights of landowners. Nothing in this article shall be deemed to prohibit a person owning or occupying land abutting the **scenic road** from maintaining and repairing the land which abuts the **scenic road** if the activity is outside the right-of-way of the **scenic road**. No person shall be denied access to his or her property by driveway or subdivision **road**, provided that the connection to the **scenic road** is designed and constructed to safeguard the basis for a **scenic road** as recorded by the town plan and zoning commission.

Nothing herein shall prohibit a landowner from permanently removing a portion of a stone wall in order to construct or improve a driveway, or in the case of a subdivision, to connect a subdivision **road** with a designated **scenic road**, but these activities must be consistent with these guidelines and are subject to approval of the town plan and zoning commission.

(Ord. No. 2001-3, § 100-5, 11-26-01)

Sec. 17-166. - Administration.

(a)

Public hearings. A request for designation, a request for rescission of designation, a proposal for alteration of a **scenic road** and a proposal for reconstruction of a **scenic road** shall be filed with the town plan and zoning commission. The town plan and zoning commission shall commence a public hearing within sixty-five (65) days after receipt of such request or proposal of an application prepared in accordance with this article and said hearing shall be completed within thirty-five (35) days after such hearing commences. The applicant or the commission may consent to one (1) or more extensions of any period specified in this section, provided that the total extension of any such period shall not be for longer than the original period as specified in this section, or the applicant may withdraw such application. For the purposes of this section, the day a receipt of a request or proposal shall be the day of the next regularly scheduled meeting of the town plan and zoning commission immediately following the day of submission to the town plan and zoning commission or thirty-five (35) days after submission, whichever is sooner. Notice of the time and place of such hearing shall be published at least twice in a newspaper having a substantial circulation in the town at intervals of not less than two (2) days, the first not more than fifteen (15) days or less than ten (10) days, and the last not less than two (2) days before the day of such hearing. At such hearing, any person may appear in person and may be represented by agent or by an attorney.

(b)

Decision. The town plan and zoning commission shall render its decision on any request or proposal made within sixty-five (65) days after closing the hearing. The applicant may consent to one (1) or more extensions of this period, provided that the total extension shall not be for longer than sixty-five (65) days. Within fifteen (15) days after the date the commission rendered its decision, the decision shall be published in a newspaper having general circulation in the town, and notice of such decision shall be sent by certified mail to the owners of the lots fronting on that portion of the **road** designated as a **scenic road**. Such notice shall include a statement of the decision, together with the date of such action and the reasons for the decision as stated in the records of the town plan and zoning commission. Notice of the decision and the reasons for the decision shall be forwarded to the public works department and to all utility companies which service the area affected by the application within fifteen (15) days after adoption.

(Ord. No. 2001-3, § 100-6, 11-26-01)

Sec. 17-167. - Appeals.

Any person aggrieved by a designation of a highway or portion of a highway by the town plan and zoning commission as a **scenic road** pursuant to this article may appeal such designation in the manner and utilizing the same standard of review produced for appeals from the decisions of the town plan and zoning commission under Section 8-8 of the Connecticut General Statutes, as the same may be amended from time to time.

(Ord. No. 2001-3, § 100-7, 11-26-01)

FOOTNOTE(S):

⁽⁴⁶⁾ *Editor's note—* Ord. No. 2001-3, adopted Oct. 9, 2001, amended the Code by the addition of §§ 100-1—100-7; however, said provisions have been redesignated as §§ 17-161—17-167 at the editor's discretion for purposes of maintaining the format of the Code. ([Back](#))


TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager *pkw*
DATE: August 8, 2014
RE: FY 14/15-04: AMENDMENT TO ORDINANCE – TREE WARDEN

Please review the memorandum dated July 21st from Public Works Director, John Lawlor, regarding an amendment to the Ordinance regarding Tree Warden. The referenced section is Chapter 17, Article III, Division 5 which has been reviewed by Town Attorney Needelman.

Should Council wish to move forward, the following motion would be in order:

Move to refer this to the Administration & Education Subcommittee for review and recommendation.

TOWN OF BLOOMFIELD INTEROFFICE MEMORANDUM

TO: PHILIP SCHENCK, TOWN MANAGER
FROM: JOHN P. LAWLOR, JR., DIRECTOR OF PUBLIC WORKS 
SUBJECT: CHANGE TO ORDINANCE – CHAPTER 17, ARTICLE 3, DIV 5
TREE WARDEN
DATE: 7/21/2014
CC: FILE

I request that you support the enclosed changes to Chapter 17, Article 3, Division 5 of the Town Ordinances and forward to the Town Council for action and adoption.

The proposed changes have been reviewed and approved by the Town Attorney.

The proposed changes generally describe the authority of the Town Tree Warden and will make the ordinance consistent with Connecticut General Statutes Title 23, Chapter 451, 23-58, 59. The proposed change identifies the Tree Warden as the responsible party regarding matters involving right-of-way trimming and tree removal.

These changes should be adopted and instituted as soon as practical.

Chapter 17, Article III, Division 5

Sec 17-93 – Authority (NEW)

The Public Works Director is hereby designated as Town Tree Warden; who's authorities shall be consistent with Connecticut General Statutes Title 23, Chapter 451, 23-58, 59.

Sec. 17-94. - To whom permits issued.

Permits to remove or trim trees in the public rights-of-way will be issued to licensed contractors regularly engaged in the business of removing or trimming trees. Trees may be removed or trimmed by the ~~highway~~Public Works department of the town without a permit.

(Code 1962, § 615)

Sec. 17-95. - Responsibility.

Any tree in a public right-of-way to be removed or trimmed must be approved on an individual basis by the town ~~manager~~Tree Warden. The town ~~manager~~Tree Warden at that time will also decide whether such work will be at the expense of the town or at the expense of any individual or company requesting such work. In general, any trees removed or trimmed for public safety or due to the condition of the tree will be at the expense of the town, whereas trees removed or trimmed for the convenience of individuals or companies will be at the expense of that individual or company. The town ~~manager~~Tree Warden will also decide whether the town ~~highway~~Public Works department or a licensed contractor will do the work.

(Code 1962, § 615)

Sec. 17-96. - Public safeguards.

All possible precautions will be taken to protect the public from harm due to falling limbs, or other such causes, particularly in the placing of warning signs during the day and the use of warning lights at night on fallen sections lying in the public rights-of-way.

(Code 1962, § 615)

Sec. 17-97. - Disposition of diseased Dutch elms.

Elm trees having Dutch elm disease must be disposed of according to the regulations established by state statutes.

(Code 1962, § 615)

Secs. 17-98—17-103. - Reserved.


TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager *plus*
DATE: August 8, 2014
RE: FY 14/15-05: AMENDMENT TO ORDINANCE – SNOW

Please review the memorandum dated July 21st from Public Works Director, John Lawlor, regarding an amendment to the Ordinance regarding Fines for Snow Removal. The referenced section is Chapter 17, Article IV which has been reviewed by Town Attorney Needelman.

Should Council wish to move forward, the following motion would be in order:

Move to refer this to the Administration & Education Subcommittee for review and recommendation.

TOWN OF BLOOMFIELD INTEROFFICE MEMORANDUM

TO: PHILIP SCHENCK, TOWN MANAGER
FROM: JOHN P. LAWLOR, JR., DIRECTOR OF PUBLIC WORKS 
SUBJECT: CHANGE TO ORDINANCE – CHAPTER 17, ARTICLE 4 SNOW
DATE: 7/21/2014
CC: FILE

I request that you support the enclosed changes to Chapter 17, Article 4 of the Town Ordinances and forward to the Town Council for action and adoption.

The proposed changes have been reviewed and approved by the Town Attorney.

The proposed changes generally include increases in fines associated with the violations and penalties for snow removal. The fines are simply being adjusted to present day values. The changes are highlighted in red for easy identification.

These changes should be adopted and instituted as soon as practical.

Chapter 17, Article IV

Sec. 17-118. - Duty to clear snow from sidewalks.

The tenant, occupant, owner or agent of any premises abutting upon any street or public place in the town where there is a sidewalk, graded, paved or planked, shall cause all snow to be removed from said sidewalk within two (2) hours after it has ceased to fall, be deposited or accumulate, or within three (3) hours after sunrise when the same has ceased to fall, be deposited or accumulate at night.

(Code 1962, § 640)

Sec. 17-118.1. - Maintenance of public sidewalks by property owner; liability for injury.

(a)

State law adopted. The provisions of Connecticut General Statutes, Section 7-163a are hereby adopted, and are set forth in paragraphs (b) and (c) hereof.

(b)

Liability of city [town]. Notwithstanding the provisions of Section 13a-149 of the General Statutes or any other general statute or special act, the Town of Bloomfield shall not be liable to any person injured in person or property caused by the presence of ice or snow on a public sidewalk unless the Town of Bloomfield is the owner or person in possession and control of land abutting such sidewalk, other than land used as a highway or street, provided the Town of Bloomfield shall be liable for its affirmative acts with respect to such sidewalk.

(c)

Liability, duty of abutting land owner:

(1)

The owner or person in possession and control of land abutting a public sidewalk shall have the same duty of care with respect to the presence of ice or snow on such sidewalk toward the portion of the sidewalk abutting his property as the municipality had prior to the effective date of this section adopted pursuant to the provisions of Connecticut General Statutes, Section 7-163a and shall be liable to persons injured in person or property where a breach of said duty is the proximate cause of said injury.

(2)

No action to recover damages for injury to the person or to property caused by the presence of ice or snow on a public sidewalk against a person who owns or is in possession and control of land abutting a public sidewalk shall be brought but within two (2) years from the date when the injury is first sustained.

(Ord. No. 86-2, §§ A—C, 2-10-86)

Editor's note— Ord. No. 86-2, §§ A—C, adopted Feb. 10, 1986, amended the Code by adding provisions designated as § 17-118a, which have been redesignated as § 17-118.1 by the editor to conform to the numbering system of the Code.

Cross reference— Liability for snow removal violations, §§ 17-122 , 17-123 ; duty of town manager re clearing, § 17-124 et seq.

Sec. 17-119. - Duty to clear snow and ice from hydrants.

All snow and ice accumulating in the street higher than a point four (4) inches below the bottom of the lowest outlet on any fire hydrant, and within a radius of three (3) feet from the center of such hydrant, shall be removed by the tenant, occupant, owner or agent of the premises fronting on that portion of the street, within two (2) hours after such snow and ice has ceased to fall, be deposited or accumulate, or within three (3) hours after sunrise when the same has ceased to fall, be deposited or accumulate at night. Said tenant, occupant, owner or agent shall also clear a path having a minimum width of three (3) feet between any fire hydrant and the edge of the traveled portion of the abutting street or highway.

(Code 1962, § 641)

Sec. 17-120. - Removal or sanding of ice on sidewalks.

Whenever any sidewalk mentioned in section 17-118, or any part thereof, shall become covered with ice, the tenant, occupant, owner or agent of the premises shall, within the space of one hour thereafter during the daytime, or within three (3) hours after sunrise if the same shall have formed or accumulated at night, cause said sidewalk to be made safe and convenient for public travel by removing the ice therefrom or by adequately covering the same with sand or some other suitable substance.

(Code 1962, § 642)

Sec. 17-121. - Violation, penalty.

Any tenant, occupant, owner or agent of any premises, ~~whose duty it is to clear the sidewalk adjacent thereto,~~ who violates any of the provisions of sections 17-118, 17-119 and 17-120 or refuses or neglects to comply with the same, shall be guilty of a misdemeanor and shall be fined the sum of ~~two twenty-five~~ twenty-five dollars (~~\$2.00~~ \$ 25.00) for each offense, and each and every hour of neglect or refusal to comply with any of the provisions of said sections shall be deemed a separate offense. Said penalty shall not, however, exceed the sum of ~~thirty-one hundred~~ thirty-one dollars (~~\$30.00~~ \$ 100.00) for any one continuous period of neglect.

(Code 1962, § 643)

Sec. 17-122. - Liability of officers of corporation for violation.

If a corporation shall violate any of the provisions of sections 17-118, 17-119 and 17-120 the officers and directors of said corporation shall likewise be deemed to have violated the same and each and all of them, jointly and severally, shall be personally liable to pay any fine incurred by reason of said violation.

(Code 1962, § 644)

Cross reference— Liability for injury on sidewalk, § 17-118.1

Sec. 17-123. - Liability of owner for violation.

In the absence of any written agreement to the contrary, the owner of the premises shall be presumed to be the person responsible for carrying out the requirements of this chapter. Proof that an occupant of the premises has agreed with the owner to conform to the provisions of this chapter and to save him harmless from all fines for violation thereof shall be a defense in a prosecution against said owner for violation of this chapter.

(Code 1962, § 645)

Cross reference— Liability for injury on sidewalk, § 17-118.1

Sec. 17-124. - Duty of town manager to have sidewalks, hydrants cleared.

It shall be the duty of the chief of police to report promptly to the town manager all violations of sections 17-118, 17-119 and 17-120. It shall be the duty of the town manager to cause all sidewalks and fire hydrants so neglected to be properly cleared or made safe for public travel or use at the expense of the abutting property owners as provided in sections 17-125 and 17-126. The town manager may engage an independent contractor to do said work.

(Code 1962, § 646)

Cross reference— Liability for injury on sidewalk, § 17-118.1

Sec. 17-125. - Collection of bill for work done by town.

The town manager shall deliver to the tax collector a bill for any work done under the provisions of section 17-124. The tax collector shall collect from the owner of the abutting property the amount of said bill plus an overhead charge of six (6) per cent of the amount thereof; provided, however, that on each such bill the minimum overhead charge shall be fifty cents (~~\$0.50~~ \$5.00) and the maximum overhead charge shall be fifteen dollars (~~\$15.00~~ \$125.00).

(Code 1962, § 647)

Sec. 17-126. - Cost of work to be a lien; interest; duration of lien.

The cost of any work done by the town manager under section 17-124, together with the overhead charge provided in section 17-125, shall be a lien in favor of the town upon the abutting property, which lien shall exist from the date said work was completed. Said lien shall bear interest at the rate of six (6) per cent per annum from the date the work was completed and shall expire sixty (60) days after the date on which it begins to run unless the town manager shall cause a certificate of lien, containing a statement of the amount of the lien, a description of the premises upon which it is claimed and the name of the owner of record of the premises, to be recorded in the office of the town clerk before the expiration of said sixty-day period.


(Code 1962, § 648)

Sec. 17-127. - Depositing snow and ice on streets.

No tenant, owner, occupant or agent of any premises abutting upon any street or highway shall deposit or cause to be deposited snow or ice on the traveled portion of such street or highway. Any person committing such an offense shall be considered to have caused an obstruction to traffic, as provided by section 19-16 of this Code, and shall be fined not more than five dollars (~~\$5.00~~ \$ 50.00) for the first offense, and not less than five dollars (~~\$5.00~~ \$ 100.00) nor more than twenty dollars (~~\$20.00~~) for each subsequent offense. The provisions of sections 17-122 and 17-123 shall apply to violations of this section.

(Code 1962, § 649; Ord. No. 35, 4-28-64)

Secs. 17-128—17-160. - Reserved.


TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager 
DATE: August 8, 2014
RE: FY 14/15-06: ENERGY SERVICES AGREEMENT

Please review the memorandum dated July 31st from Public Works Director, John Lawlor, regarding AMERESCO's Energy Service Agreement. This has been reviewed by Town Attorney Needelman.

Should Council wish to move forward, the following motion would be in order:

Move to refer this to the Finance Subcommittee for review and recommendation.

TOWN OF BLOOMFIELD INTEROFFICE MEMORANDUM

TO: PHILIP SCHENCK, TOWN MANAGER
FROM: JOHN P. LAWLOR, JR., DIRECTOR OF PUBLIC WORKS 
SUBJECT: APPROVAL OF AMERESCO ENERGY SERVICES AGREEMENT
DATE: 7/31/2014
CC: FILE

Please review and forward the attached Energy Services Agreement between the Town of Bloomfield and AMERESCO to the Town Council for approval.

This is the final agreement. All recommended changes suggested by the Town Attorney have been included with this final version.

If AMERESCO's attendance is required during the Town Council meeting, please let me know so I can coordinate.

ENERGY SERVICES AGREEMENT

by and between

THE TOWN OF BLOOMFIELD

and

AMERESCO, INC.

Dated as of _____, 2014

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ENERGY SERVICES AGREEMENT

THIS ENERGY SERVICES AGREEMENT (this "**Agreement**") is entered into as of _____, 2014, by and between the Town of Bloomfield with a principal address at 800 Bloomfield Avenue, Bloomfield, Connecticut 06002 ("**Bloomfield**") and Ameresco, Inc. having its principal place of business at 111 Speen Street, Suite 410, Framingham, Massachusetts 01701 ("**Ameresco**"). Bloomfield and Ameresco may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Authority exists in the law of the State of Connecticut and the relevant laws of Bloomfield to enter into this Agreement, and funds have been budgeted, appropriated and otherwise made available; a sufficient unencumbered balance thereof remains available for payment; and the required approval, clearance and coordination have been accomplished from and with appropriate agencies;

WHEREAS, Bloomfield and Ameresco entered into an Investment Grade Audit Agreement, dated as of March 28, 2013, pursuant to which Ameresco has performed and delivered to Bloomfield an Investment Grade Audit (the "**Investment Grade Audit**" or "**IGA**") for installation and implementation of energy and water savings measures at Bloomfield's facilities; and

WHEREAS, the Parties desire Ameresco to complete a project ("**Project**") consisting of the design, installation and implementation of certain energy and water savings measures as set forth in Attachment B (as amended and/or otherwise modified from time to time as provided herein, the "**Scope of Services**") at Bloomfield's facilities described in Attachment A (the "**Property**"); and

WHEREAS, Bloomfield owns and controls the Property.

NOW, THEREFORE, in consideration of the covenants, representations, warranties, and mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1 Scope of Services.

(a) Work:

- (i) Preconstruction Services:** Ameresco has performed the Investment Grade Audit of the Property as set forth in Attachment B. To the extent requested by Bloomfield, Ameresco will also assist Bloomfield in obtaining financing for the Project by assisting with issuing and evaluating a separate procurement for third party financing of the Project.
- (ii) Construction Work:** Upon Ameresco's receipt of (i) the Notice To Proceed (as defined in Section 4) and (ii) evidence of immediately available funds sufficient for the payment of the Contract Cost (as defined in Attachment F), Ameresco shall procure and/or furnish all labor, materials and equipment and perform all work required for the completion of the Scope of Services including the installation of the energy conservation measures as set forth in Attachment B (the "**ECMs**"). Bloomfield and Ameresco shall mutually plan the scheduling of the construction work. The construction work will be planned to minimize the interruption of the daily routine of Bloomfield's staff and customers except as permitted in writing by Bloomfield.

- (b) Disposal:** Ameresco, at its cost, shall (i) be responsible for disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of the installation of the ECMs and (ii) cause all lamps which are classified as hazardous wastes by the rules and regulations of the U.S. Environmental Protection Agency (40 CFR Parts 260 through 279) and

PCB-contaminated ballasts, if any, which have been rendered useless and removed as a result of the installation of the ECMs to be transported and disposed of. All other existing PCB-contaminated ballasts, lamps and any other hazardous materials, however, shall remain the sole responsibility of Bloomfield and Ameresco shall assume no liability whatsoever in connection with their removal, transportation and disposal.

(c) **Asbestos and Lead Paint:**

(i) **Asbestos:** The Scope of Services is predicated on the viability of the Project without Ameresco encountering or disturbing asbestos or being required to perform any asbestos abatement or taking any other action with respect to asbestos. Unless the Scope of Services includes asbestos remediation, under no circumstances, shall Ameresco be required to handle asbestos. Bloomfield hereby represents and warrants to Ameresco that, to the best of its knowledge and belief, there is no asbestos in any area wherein Ameresco will be performing its services hereunder. In the event that Ameresco: (A) encounters any friable or non-friable asbestos which is in the immediate vicinity of its work, (B) determines that its work will result in the disturbance of asbestos material, or (C) determines that the presence of asbestos material will impede its work, Ameresco will notify Bloomfield of the same and Bloomfield will, at its cost, cause the asbestos to be promptly and properly removed, enclosed, encapsulated or otherwise abated in accordance with all applicable laws, regulations and guidelines, or alternatively, Bloomfield, at its cost, may provide written test reports showing that asbestos in such area has been properly removed, enclosed encapsulated or otherwise abated in accordance with all applicable laws. In the event that Ameresco cannot determine whether any particular material does or does not contain asbestos, Bloomfield, upon Ameresco's written request, shall, at Bloomfield's cost, promptly perform tests or cause tests to be performed in order to determine whether or not such material contains asbestos and/or whether there are unacceptable levels of airborne particulate material containing asbestos and provide such test reports to Ameresco. In the event Ameresco encounters asbestos which materially affects its progress of the Project, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of such asbestos until such time as Bloomfield performs the actions required to be performed by Bloomfield as provided herein. In the event that Bloomfield does not promptly take action, as provided herein, or notifies Ameresco that it will not take such action, Ameresco may, at its option, either remove the affected area from the Scope of Services (and make commensurate adjustments to the rights and obligations of the Parties) or terminate this Agreement in its entirety in accordance with Section 12(a). Bloomfield shall be responsible for all costs incurred by Ameresco that relate to the presence of asbestos.

(ii) **Lead Paint:** The Scope of Services is predicated upon the viability of the Project without Ameresco encountering or disturbing lead paint or being required to perform abatement or providing any notice or taking any other action with respect to lead paint. Unless the Scope of Services includes lead paint remediation, under no circumstances, shall Ameresco be required to perform services which cause the disturbance of lead paint. Bloomfield hereby represents and warrants to Ameresco that, to the best of its knowledge and belief, that there is no lead paint in any area wherein Ameresco will be performing its services hereunder. In the event that Ameresco encounters any paint in any area where it is to perform services hereunder, which services will involve disturbing paint and Ameresco reasonably believes that such paint may be lead paint or such services will involve disturbing paint which is in a building constructed prior to 1978, Bloomfield, upon Ameresco's written request, will, at Bloomfield's cost, promptly perform tests or cause tests to be performed in order to determine whether or not such paint contains lead

and will provide such test reports to Ameresco. In the event that such test reports demonstrate the presence of lead paint or Ameresco reasonably believes that performing its services under this Agreement is likely to cause the disturbance of lead paint in such a manner as to require Ameresco to provide any notification or take any actions pursuant to any federal, state or local laws, rules, regulations or guidelines and Ameresco notifies Bloomfield of the same, Bloomfield will, in either case, at its cost, cause the lead paint to be promptly and properly removed, or otherwise abated in accordance with all applicable laws and regulations. In the event that lead paint materially affects the progress of the Project, Ameresco, at its option, may demobilize and cease construction in the area affected by the presence of lead paint until such time as Bloomfield performs the actions required to be performed by Bloomfield as provided herein. In the event that Bloomfield does not promptly take action as provided herein or notifies Ameresco that it will not take such action, Ameresco may, at its option, either remove the affected area from the Scope of Services (and make commensurate adjustments to the rights and obligations of the Parties) or terminate this Agreement in its entirety in accordance with Section 12(a). Bloomfield shall be responsible for all costs incurred by Ameresco that relate to the presence of lead paint.

- (d) **Maintenance:** To the extent provided for in Attachment H, Ameresco will service and maintain during the Term (as defined in Section 5) the equipment scheduled on Attachment H, at a cost to Bloomfield as set forth in Section 4 and Attachment F. Except for the ECMs (or other equipment) which are to be maintained by Ameresco, Bloomfield, at its expense, shall be responsible for servicing and maintaining the ECMs (and such other equipment).
- (e) **Measurement and Verification:** To the extent provided for in Attachment E, Ameresco will supply such ongoing services during the Term at a cost to Bloomfield as set forth in Section 4 and Attachment F.
- (f) **Compliance with Law:** Ameresco shall, at its expense, comply with and obtain all applicable licenses and permits required by federal, state and local laws in connection with (i) the installation of the ECMs and (ii) the operation and/or maintenance of the ECMs (to the extent that Ameresco agrees to perform such operations and/or maintenance services). In the event that Ameresco cannot procure any such license or permit in light of a requirement that Bloomfield is required to do so, Bloomfield shall promptly procure the same at Ameresco's expense.
- (g) **Taxes:** Bloomfield hereby represents and warrants to Ameresco that Bloomfield is a governmental entity and that it shall cooperate with Ameresco and provide Ameresco with all appropriate documentation so that Ameresco may establish that it does not have to pay taxes, fees and assessments or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, ownership of, or operation of the ECMs.
- (h) **Non-Discrimination:** Ameresco agrees not to knowingly or willfully discriminate against any employee, or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, sexual orientation, race, disability, color, religion, national origin, Vietnam era military service or ancestry in accordance with applicable federal, state or local laws.
- (i) **Standards of Service and Comfort:** Bloomfield shall operate the ECMs in a manner that shall provide the standards of service and comfort provided for in Attachment J.
- (j) **Installation/Specifications:** Prior to the commencement of work hereunder, Ameresco may, at

its option, provide (or Bloomfield, at its option, may reasonably request to have Ameresco provide) a sample installation of, or written specification of, any ECM to be installed (each, a "*Sample*"). Bloomfield shall furnish its written approval or disapproval of each Sample within fifteen (15) business days following Bloomfield receipt of Ameresco's written notice of installation and/or delivery of such Sample. Bloomfield's approval of such Sample shall be in substantially the form of Attachment K. If Bloomfield disapproves any such Sample, Ameresco shall have the right to provide a substitute specification or ECM (each, a "*Substitution*") which conforms to the applicable specifications or is equivalent to any applicable Sample previously approved by Bloomfield. Upon Bloomfield's written approval of a Substitution, Ameresco may revise the Attachments to reflect each such Substitution. Ameresco shall not proceed with any installation of any Substitution without the expressed written consent of Bloomfield. If, however, Bloomfield does not approve of any Substitution, the Parties hereby agree to negotiate a mutually acceptable solution. Bloomfield shall not unreasonably withhold, condition or delay any approval provided for herein.

(k) Duties, Obligations and Responsibilities of Ameresco:

- (i) All labor furnished under this Agreement shall be competent to perform the tasks undertaken, all materials and equipment provided shall be new and of appropriate first class quality and the completed work shall comply in all material respects with the requirements of this Agreement.
- (ii) Ameresco shall maintain the Project site in a safe and reasonably clean condition during the performance of the construction work set forth in Section 1(a).
- (iii) Ameresco shall clean the Project site of all debris, trash and excess material or equipment at the end of each work day.
- (iv) During the construction work set forth in Section 1(a), Ameresco shall permit Bloomfield and/or any of its representatives to enter upon the Project site to review or inspect the construction work; provided, that in each case, Bloomfield and/or its representatives coordinate such review or inspection with Ameresco and agree to comply with all applicable federal, state and local safety laws, rules and regulations, including, without limitation, those promulgated by the U.S. Department of Labor Occupational Safety & Health Administration.
- (v) Ameresco will provide equipment manuals and other appropriate information regarding equipment installed hereunder to Bloomfield prior to the time of Substantial Completion (as defined in Section 4). Such manuals shall include detailed descriptions of expected and required ongoing and preventative maintenance requirements for each ECM to be performed by Bloomfield. Ameresco shall provide for each ECM installed a summary of the operating assumptions for the equipment that would achieve the annual guaranteed savings.

SECTION 2 Ownership of and Security Interest in the ECMs.

Title to and ownership of each ECM and other personal property installed or incorporated into the ECMs shall automatically pass to Bloomfield without further action on either Party's part, upon Ameresco's receipt of both (i) the executed Substantial Completion Certificate (as defined in Section 4) for such ECM and (ii) payment in full of all of Bloomfield's payment obligations to Ameresco for such ECM. Prior to such time, Ameresco shall retain title to and ownership of all ECMs. If, notwithstanding such intent, Bloomfield is deemed to hold title prior to satisfaction of Bloomfield's payment obligations to Ameresco,

Bloomfield hereby assigns, transfers and grants to Ameresco a security interest in the ECMs, and Bloomfield hereby authorizes Ameresco to file Uniform Commercial Code financing statements in such jurisdictions as may be necessary to perfect and maintain its security interest in the ECMs.

SECTION 3 Appropriation.

- (a) Bloomfield hereby represents and warrants to Ameresco that it has sufficient funds appropriated for payment of the Contract Cost during the current fiscal year. With respect to subsequent fiscal years in which any payments to Ameresco are required to be made, Bloomfield hereby agrees that it will make reasonable and diligent efforts to obtain and maintain funds from which such payments may be made, including making provisions for such payments to the extent necessary in each annual or supplementary budget submitted for the purpose of obtaining funds, and using reasonable efforts to have such portion of the budget approved.
- (b) Notwithstanding anything to the contrary in this Agreement, any and all payments which Bloomfield is required to make under Section s 4(b) and (c) of this Agreement shall be subject to appropriation or other availability of funds as certified by Bloomfield Accountant.

SECTION 4 Compensation and Monthly Progress Payments.

- (a) For each month during the construction period of the Project following Bloomfield's issuance to Ameresco of the notice to proceed substantially in the form of Attachment C (the "*Notice to Proceed*"), Bloomfield shall make monthly progress payments to Ameresco based upon the percentage of the Project construction and equipment procurement completed at the end of each month. Ameresco shall be paid the same percentage of the Contract Cost as such percentage of completion. Following the end of each month, during the construction period of the Project, Ameresco will provide to Bloomfield an invoice together with a list in sufficient detail to reasonably identify construction and equipment procurement for each ECM for which Ameresco is seeking compensation during such month. Within thirty (30) days after receipt of such invoice, Bloomfield shall pay or cause to be paid to Ameresco the amount due under such invoice except for reasonably disputed portions thereof that are communicated in writing to Ameresco within thirty (30) days of receipt of such invoice. Bloomfield shall not unreasonably withhold, condition or delay payment.
- (b) For each Guarantee Year for which measurement and verification services are performed pursuant to Section 6(b), within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate, Bloomfield shall pay Ameresco the separate amounts provided for in Attachment F, if any, as an annual fee for monitoring services.
- (c) Within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate, Bloomfield shall pay Ameresco the separate amounts set forth in Attachment F, if any, for maintenance (as described in Attachment H) and/or operations services, if any, as agreed by the Parties and to be performed or provided by Ameresco.
- (d) [reserved]
- (e) All amounts not paid to Ameresco on or before the due dates specified in Sections 4(a), (b), and (c) shall accrue interest at the rate of twelve percent (12%) per annum for the number of days following each such due date until such time as such amount due has been paid in full. If

Ameresco is prohibited by law from charging interest at the above rate but is instead limited by law to charging a maximum rate which is a lower rate, Ameresco shall charge interest at said lower rate.

- (f) Upon Substantial Completion of the installation of an ECM (or portion thereof, as applicable), Ameresco will deliver to Bloomfield a substantial completion certificate in the form of Attachment I (the "***Substantial Completion Certificate***"). Within ten (10) business days after receipt of each Substantial Completion Certificate, Bloomfield shall complete, execute and deliver to Ameresco each such Substantial Completion Certificate. A delivery and acceptance certificate in the form of Attachment D (the "***Final Delivery and Acceptance Certificate***") shall be executed by Bloomfield and delivered to Ameresco within ten (10) business days after the Substantial Completion of the installation of all the ECMs under this Agreement. Bloomfield shall not unreasonably withhold condition or delay the execution and delivery of any Substantial Completion Certificate or the Final Delivery and Acceptance Certificate. As used in this Agreement, the term "***Substantial Completion***" shall mean that the subject ECM has been properly installed by Ameresco and, if applicable, has been properly commissioned by Ameresco, and, if such ECM is equipment, such equipment is then operating in a manner which is consistent with each manufacturer's specifications such that Bloomfield is deriving beneficial use thereof. Further, Ameresco shall have provided all equipment manuals and other appropriate information regarding equipment installed, per Section 1 (k)(v), and shall have provided training in proper operation and maintenance of equipment to staff designated by Bloomfield prior to delivering a Substantial Completion Certificate to Bloomfield so long as Bloomfield agrees to schedule training within 10 days of Ameresco's request to provide such training. Bloomfield shall not unreasonably withhold or delay the execution and delivery of any Substantial Completion Certificate or the Final Delivery and Acceptance Certificate.

SECTION 5 Term.

The term of this Agreement (the "***Term***") shall begin on the date above first written and shall end on that date which is exactly fifteen (15) years from the first day of the month following the date of Bloomfield's execution of the Final Delivery and Acceptance Certificate, unless this Agreement is terminated prior to such date, as provided for in Section 12, 14 or 32. Anything in this Agreement to the contrary notwithstanding, Bloomfield shall not be relieved of its obligation to pay Ameresco when due all amounts which accrued prior to such termination.

SECTION 6 Guarantee of Energy Savings.

- (a) Ameresco hereby represents and warrants to Bloomfield that the amount of the Annual Savings (as calculated and determined in accordance with the measurement and verification plan set forth in Attachment E) shall equal or exceed the "***Guaranteed Savings***" (as specified in Table 6(a) below), over the Term (the "***Guarantee of Energy Savings***").

Table 6(a)

Year	Guaranteed Savings
1	\$56,889
2	\$58,596
3	\$60,354
4	\$62,164
5	\$64,029
6	\$65,950
7	\$67,929
8	\$69,966

9	\$72,065
10	\$74,227
11	\$76,454
12	\$78,748
13	\$81,110
14	\$83,544
15	\$86,050

For purposes of the Guaranteed Savings, the following assumptions and provisions shall apply:

- (i) Calculation of the Annual Savings, inclusive of energy savings and operational and maintenance cost savings, shall be performed under, and governed by, the methods, formulas, stipulated values and operating hours agreed to by the Parties and procedures described in Attachment E.
 - (ii) As it relates to the Annual Savings and the Guarantee of Energy Savings, the term “year” shall mean the consecutive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate (the “*Anniversary Date*”), and each successive twelve (12) month period thereafter during the Term.
 - (iii) The unit prices, including the escalation thereof, to be used to calculate the Annual Savings for the purposes of the Guarantee of Energy Savings are described in Attachment E.
 - (iv) The Guarantee of Energy Savings herein provided is subject to Bloomfield performing its operations, maintenance and other obligations under this Agreement which affect the achieved savings. If Bloomfield fails to perform, or fails to properly perform, its obligations under this Agreement or interferes with, or permits any person to take any action which, in the reasonable opinion of Ameresco, prevents the achievement of the Annual Savings under the Guarantee of Energy Savings, then Ameresco may equitably adjust the Annual Savings during the period wherein savings were affected to reflect the same. Ameresco’s rights in this section shall not be in limitation of any other rights it possesses under this Agreement.
- (b) For the first two Guarantee Years, and any subsequent consecutive Guarantee Year for which measurement and verification services have been requested by Customer as provided herein, Ameresco will perform and submit to Bloomfield a guarantee reconciliation (“*Guarantee Reconciliation*”) upon the later of (i) one hundred twenty (120) days after each Anniversary Date and (ii) sixty (60) days after Bloomfield delivers to Ameresco all utility billing and other data necessary for Ameresco’s completion of the Guarantee Reconciliation. The Guarantee Reconciliation will include a calculation of the cumulative Annual Savings achieved in relation to the cumulative Guaranteed Savings for the period being reconciled. Upon written notice to Ameresco, given at least ninety (90) days prior to the commencement of Years 3 through 15 of the Guarantee Period, Ameresco will continue monitoring the performance of each ECM, consistent with the procedures set forth in Attachment E, and provide a Guarantee Reconciliation; provided however, such notice may be given only for consecutive Guarantee Years. If, for any Guarantee Year subsequent to Year 2, Bloomfield elects not to continue the Guarantee Reconciliation, the Guaranteed Savings amount will be deemed achieved for the balance of the Guarantee Period, and no further Guarantee Reconciliation will be performed.
- (c) Ameresco hereby guarantees that if the cumulative Annual Savings realized by Bloomfield as of

any Anniversary Date, as detailed in the Guarantee Reconciliation, is less than the cumulative Guaranteed Savings as of such Anniversary Date, then Ameresco will pay to Bloomfield that amount by which the cumulative Guaranteed Savings exceeds the cumulative Annual Savings, such payment to be made within thirty (30) days after the date of the Guarantee Reconciliation. Any such payments made by Ameresco shall be included in the cumulative Annual Savings total for purposes of future Guarantee Reconciliation calculations. In the event of early termination of this Agreement, the calculation of Annual Savings for purposes of the Guarantee Reconciliation shall include only those months for which this Agreement was in effect and the dollar amount of Guaranteed Savings for such year shall one twelfth (1/12) of the Guaranteed Savings for such year multiplied by the number of months for which this Agreement was in effect.

SECTION 7 Access to Property.

During the Term, Bloomfield shall provide Ameresco, its employees, agents and subcontractors access to the Property for the purpose of fulfilling Ameresco's obligations under this Agreement. Bloomfield shall provide mutually satisfactory rent-free space for the installation and operation of the ECMs and shall protect such equipment in the same careful manner that Bloomfield protects its own property.

SECTION 8 Changes in Work.

The quantity, quality, dimensions, type or other characteristics of the ECMs may be changed only by written consent of Bloomfield and Ameresco, by the execution of a change order in the form of Attachment G (a "*Change Order Form*"). In addition, the Scope of Services may be reduced or expanded including, without limitation, the addition or reduction of other energy efficiency measures and facilities not included within the ECMs scheduled on Attachment B by the execution and delivery of a mutually acceptable amendment to this Agreement or a Change Order Form which, in either case, shall address whether the Guaranteed Savings or Annual Savings will be impacted.

SECTION 9 Warranties.

- (a) Ameresco warrants that, for a period of one year after the date of the Bloomfield's execution of a Certificate of Substantial Completion for a particular ECM ("Warranty Period"), all equipment, materials and work performed with respect to such ECM shall be free from defects in material and workmanship and all design and engineering services it performs during the Warranty Period will be performed consistent with industry standards. Ameresco shall assign to the Bloomfield all manufacturer's warranties on equipment provided hereunder which exceed one year, to the extent allowed by the manufacturer. Ameresco warranties expressly exclude any remedy for damage or defect caused by abuse, improper operation, unapproved modifications or improper repairs not performed by Ameresco.

EXCEPT AS PROVIDED ABOVE, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE OR MERCHANTABILITY REGARDING THE EQUIPMENT.

SECTION 10 Bloomfield Role and Responsibilities.

- (a) **Operations:** Bloomfield shall operate the equipment installed hereunder in accordance with the manufacturers' recommendations and the manuals and any supplemental procedures supplied to

Bloomfield by Ameresco.

- (b) **Maintenance:** Bloomfield shall, at its expense, repair, operate and maintain the Property in good working order during the Term. Except as may otherwise be provided for in Attachment H, following the date of Substantial Completion of an ECM, Bloomfield shall, at its expense, repair and maintain (i) the equipment and all other components which comprise the ECM and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM.
- (c) **Malfunctions:** Bloomfield shall notify Ameresco immediately in the event of any malfunction in the operation of the ECMs or the equipment installed hereunder.
- (d) **Protection of ECM:** Except in the case of emergency, Bloomfield shall not remove, move, alter, turn off or otherwise significantly affect the operation of the equipment installed hereunder or the operation of the ECMs, or any individual part thereof, without the prior written approval of Ameresco, which approval shall not be unreasonably withheld. After receiving Ameresco's written approval, Bloomfield shall proceed as instructed. Bloomfield shall act reasonably to protect the ECMs from damage or injury, if, due to an emergency, it is not reasonable to notify Ameresco before acting. Bloomfield agrees to protect and preserve the facility envelope (to the extent relating to energy use) and the operating condition of all ECMs, mechanical systems, and other energy consuming systems located on the Property
- (e) **Measurement System:** Bloomfield shall not alter, move, modify or otherwise change the measurement and verification system or any component thereof without the prior written consent of Ameresco unless such action is in accordance with operating procedures provided by Ameresco.
- (f) **Adjustment to Baseline:** If in the reasonable opinion of Ameresco, Bloomfield does not operate, maintain, repair or otherwise protect the ECMs and/or maintain the Property in good repair and good working condition, then Ameresco may equitably adjust the baseline, as referenced in Attachment E, for any increased energy usages at the Property.
- (g) **Changes to Property or Addition of Equipment:** Bloomfield shall notify Ameresco in writing of any material change(s) to the Property. A "material change" is any change that could reasonably be expected to have a significant effect on the energy usage at the Property. In the event that Ameresco receives such notification or otherwise determines that such a change has occurred, it will make the appropriate revisions to the Attachments or take such other action as may be provided for hereunder.
- (h) **Energy Usage Data:** If requested in writing by Ameresco, Bloomfield shall provide to Ameresco, on a monthly basis during the Term (and in any event, within thirty (30) days of its receipt of the same), copies of all energy bills, energy usage data, and any and all other such documentation maintained by Bloomfield, as requested by Ameresco, which is necessary for Ameresco to determine and satisfy all of its obligations under this Agreement.
- (i) **Insurance and Risk of Loss or Damage:** Without limiting any of its obligations or liabilities under this Agreement, Bloomfield shall, at its expense, provide and maintain at all times during the Term, sufficient insurance against the loss, theft of or damage to the ECMs, the related equipment and all components installed hereunder, for the full replacement value thereof. Bloomfield's insurance shall be primary for any and all property damage during the performance of the work hereunder.

Bloomfield assumes all risk of loss of or damage to the ECMs from any cause whatsoever except to the extent that such loss or damage was caused by the negligence of Ameresco. Upon damage

to any item of the equipment installed hereunder or the ECMs, Bloomfield shall promptly notify Ameresco and immediately place the same in good repair with the proceeds of any insurance received applied to the cost of such repair. If Bloomfield determines that any item of the ECMs are lost, stolen, confiscated, destroyed or damaged beyond repair, Bloomfield shall replace the same with like equipment in good repair in a timely fashion.

If at any time after the date of the Final Delivery and Acceptance Certificate and after Bloomfield's complete payment to Ameresco in accordance with Section 4(a), as such amount may be modified from time to time in accordance with this Agreement, any fire, flood, other casualty, or condemnation renders a majority of the Property incapable of being occupied and renders the ECMs or the equipment installed hereunder inoperable and, in the case of a casualty, the affected portion of such ECMs or equipment is not reconstructed or restored within one hundred twenty (120) days from the date of such casualty, Ameresco and/or Bloomfield may terminate this Agreement by delivery of a written notice to the other Party. Upon such termination, Bloomfield shall pay Ameresco any amounts, or pro-rata portions thereof, accrued under Sections 4(b), (c), (d) and (e) and Attachment F.

- (j) **Telephone and Internet:** Bloomfield shall be responsible for installing and maintaining telephone lines and all associated costs, including internet/Ethernet charges, for the energy management system's telephone and communication lines. Ameresco may use Bloomfield's LAN for the purposes of any energy management system that may be included in the Scope of Services.
- (k) **Protection:** Bloomfield shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other property.
- (l) **Alteration:** Bloomfield shall not move, alter or change the ECMs in any way that causes a reduction in the level of efficiency or savings generated by any ECM or the equipment installed hereunder without obtaining Ameresco's prior written approval which shall not be unreasonably withheld.
- (m) **Storage:** Bloomfield shall provide reasonable rent free space for Ameresco and/or its subcontractors, to mobilize and store their supplies, tools and equipment during installation of the ECMs or other activities by Ameresco within the Property pursuant to this Agreement for which such storage may be required. Such storage space shall be provided with locking capacity reasonably acceptable to Ameresco. Only Ameresco and/or its subcontractors and Bloomfield's assigned personnel shall have access to the storage. Bloomfield assumes no responsibility nor will Bloomfield provide any additional security for the storage provided. Bloomfield shall not be responsible for damage to any equipment stored on site.
- (n) **Fuel:** Bloomfield shall procure and pay for all energy and fuel for the operation of the Property.
- (o) **Cooperation during Construction:** Bloomfield acknowledges and agrees that completion of the Scope of Services is dependent on Bloomfield's cooperation in relocating personnel, furniture and equipment or taking such other actions as may be necessary by Bloomfield in order to prepare space for work by Ameresco. Bloomfield agrees to take all such actions as is reasonably requested by Ameresco in a timely manner in order to allow the Scope of Services to be accomplished hereunder.

SECTION 11 Defaults by Bloomfield and Ameresco.

- (a) Bloomfield shall be in default under this Agreement upon the occurrence of any of the following:

- (i) Bloomfield fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of ten (10) business days after notice of overdue payment is delivered by Ameresco to Bloomfield; or
 - (ii) any representation or warranty made by Customer in this Agreement or in any writing delivered by Customer pursuant hereto proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or
 - (ii) Bloomfield fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Bloomfield does not commence and diligently pursue to cure such failure and effects as soon as possible; or
 - (iv) Bloomfield goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against Bloomfield under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.
- (b) Ameresco shall be in default under this Agreement upon the occurrence of either of the following:
- (i) Ameresco fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of written notice of default, unless such failures and the effects of such failure cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Ameresco does not commence and diligently pursue to cure such failure and effects as soon as practicable; or
 - (ii) any representation or warranty made by Ameresco in this Agreement or in any writing delivered by Ameresco pursuant hereto proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or
 - (iii) Ameresco goes into receivership or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against Ameresco under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days.

SECTION 12 Remedies for Default.

- (a) In the event Bloomfield defaults under this Agreement, Ameresco may:
- (i) bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of direct damages (including amounts past due); and/or
 - (ii) without recourse to legal process, terminate this Agreement by delivery of written notice of termination.
- (b) In the event Ameresco defaults under this Agreement, Bloomfield may:
- (i) bring actions for any remedies at law or in equity or other appropriate proceedings for the

recovery of direct damages; and/or

- (ii) Without recourse to legal process, Bloomfield may terminate this Agreement by delivery of written notice of termination.

SECTION 13 **[Intentionally omitted.]**

SECTION 14 **Termination.**

At any time after the date of the Final Delivery and Acceptance Certificate, Bloomfield may terminate this Agreement upon thirty (30) days prior written notice to Ameresco, provided that Bloomfield has paid to Ameresco all amounts due as set forth in Section 4 (including, without limitation, pro-rata portions thereof accrued under Sections 4(b), (c), (d) and (e)) and on Attachment F (other than amounts due for future performance by Ameresco).

Termination of this Agreement, for any reason, shall terminate Ameresco's obligations with respect to the Guarantee of Energy Savings, including any obligation to make payments pursuant to the Guarantee.

SECTION 15 **Insurance and Bonds.**

- (a) Ameresco shall obtain and maintain the following insurance:
 - (i) Workers Compensation Insurance of the scope and amount required by the laws of the State of Connecticut.
 - (ii) Commercial General Liability insurance with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the performance of the Scope of Services. This limit may be satisfied by primary or excess insurance or any combination of primary or excess insurance.
 - (iii) Automobile Liability Insurance, including coverage for owned, hired or borrowed vehicles with limits of at least \$1 Million each person/each occurrence or a combined single limit of \$1 Million. This limit may be satisfied by primary or excess insurance or any combination of primary or excess insurance.
 - (iv) Professional Liability Insurance covering negligent errors or omissions of Ameresco. The total amount of such insurance shall at a minimum equal \$1 million.

All required insurance shall be certified by a duly authorized representative of the insurers on the "MIA" or "ACORD" Certificate of Insurance form incorporated into and made a part of this Agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the Agreement with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted by Ameresco to Bloomfield at or prior to execution of this Agreement. Bloomfield shall be named as an additional insured on the above- referenced liability policies to the extent of Ameresco's liabilities assumed under this Agreement. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Ameresco.

- (c) Bloomfield shall provide and maintain insurance as described in Section 10(i).
- (b) Ameresco shall, after receipt of the Notice to Proceed and prior to the commencement of construction, deliver to Bloomfield payment and performance bonds in a sum equal to the Contract Cost (the "*Payment and Performance Bonds*") with sureties authorized to do business in the State of Connecticut and reasonably satisfactory to Bloomfield. Such Payment and

Performance Bonds shall be in form and substance reasonably satisfactory to Bloomfield and shall be conditioned upon the faithful performance by Ameresco, for the implementation of the ECMs. The Payments and Performance Bonds shall only apply to the installation portion of this Agreement and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of twelve (12) months following completion and acceptance of the work hereunder.

SECTION 16 Indemnification.

- (a) Anything in this Agreement to the contrary notwithstanding, neither Party nor its respective officers, directors, agents, employees, parent, subsidiaries or affiliates or their officers, directors, agents or employees shall be liable to any other Party, or its parent, subsidiaries, affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for any incidental, indirect, punitive or consequential damages, connected with or resulting from performance or non-performance of this Agreement (irrespective of whether such claim of liability is based upon breach of warranty, strict liability, tort, contract, operation of law or otherwise) or anything done in connection therewith including, without limitation, claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), and increased expense of, reduction in or loss of power generation production or equipment used therefor.
- (b) Ameresco's liability in contract under this Agreement shall in all cases be limited to the sum of the payments received by Ameresco under Section 4.
- (c) Ameresco agrees to defend, indemnify and hold Bloomfield harmless from and against any and all claims for damages arising by reason of bodily injury, death or damage to property caused by Ameresco's negligence (or the negligence of any sub-contractor hired by Ameresco) or willful misconduct. To the extent that any such damages are covered by the Commercial General Liability Insurance policy that is maintained by Ameresco, Ameresco shall not be required to indemnify Bloomfield in excess of the proceeds of the Commercial General Liability Insurance maintained by Ameresco pursuant to the requirements of this Agreement. Ameresco, however, in no event shall be obligated to indemnify Bloomfield to the extent that any injury or damage is caused by the negligence of Bloomfield or any entity for which Bloomfield is legally responsible.
- (d) Bloomfield agrees to defend, indemnify and hold harmless Ameresco, its officers, agents and employees, from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses (including reasonable attorneys' fees), suits, actions or damages arising by reason of bodily injury, death or damage to property sustained by any person or entity to the extent caused by or sustained as a result of the negligence or willful misconduct of Bloomfield, its officers, agents, subcontractors or employees. To the extent that any such damages are covered by a Commercial General Liability Insurance policy that is maintained by Bloomfield, Bloomfield shall not be required to indemnify Ameresco in excess of the proceeds of such policy. Bloomfield, however, in no event shall be obligated to defend Ameresco to the extent that any injury or damage is caused by the negligence of Ameresco or any entity for which Ameresco is legally responsible.

SECTION 17 Agreement Interpretation and Performance.

The interpretation and performance of this Agreement, and the interpretation and enforcement of the rights of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Connecticut. In the event of any ambiguity or conflict in meaning, the terms of this Agreement

shall not be construed against the drafting Party based upon that Party's having drafted this Agreement. Venue for any legal proceeding shall be the Hartford Superior Court.

SECTION 18 Privileged and Proprietary Information.

Ameresco's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of this Agreement for the Project shall be considered privileged and proprietary information. Bloomfield shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Bloomfield shall not disclose such proprietary information without the express written consent of an officer of Ameresco unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law (the "**FOIL**"), Bloomfield shall provide prompt verbal and written notice to Ameresco such that Ameresco will have the opportunity to timely object under the FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Bloomfield is required to make a filing with any agency or other governmental body, which includes such information, Bloomfield shall notify Ameresco and cooperate with Ameresco in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Bloomfield be permitted to redact portions of such information, as Ameresco may designate, from that portion of said filing which is to be made available to the public.

SECTION 19 Severability.

Any term or provision of this Agreement that is declared invalid by any court of competent jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

SECTION 20 Assignments and Subcontracting.

- (a) Ameresco may use subcontractors and/or subconsultants in meeting its obligations hereunder and as set forth in Attachment F. Ameresco shall obtain Bloomfield's prior written approval for subcontracts in excess of Twenty-five Thousand Dollars (\$25,000), such approval not to be unreasonably withheld, conditioned, or delayed.
- (b) Bloomfield shall not assign, transfer, or otherwise dispose of, in whole or in part, this Agreement, the ECMs, or any interest therein, or sublet or lend the ECMs or permit the ECMs to be used by anyone other than Bloomfield and Bloomfield's employees without the prior express written consent of Ameresco (or, if applicable, the Lessor) such consent not to be unreasonably withheld, conditioned or delayed. If Bloomfield transfers ownership of or its interest in the Property, Bloomfield shall terminate this Agreement in accordance with Section 14.
- (c) Ameresco shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of Bloomfield, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, Ameresco may assign, without the prior written consent of Bloomfield, its (i) rights and obligations under this Agreement, in whole or in part, to any affiliated or associated company of Ameresco and (ii) rights for payments under this Agreement to any financial institution, lender or investor in connection with a leasing or financing arrangement for the ECMs or its business. Ameresco will notify Bloomfield ten (10) business days prior to any such assignment and Bloomfield agrees to acknowledge receipt of such notice in writing within three (3) business days after such notice.

SECTION 21 Waiver.

The failure of either Party to require compliance with any provision of this Agreement shall not affect that Party's right to later enforce the same. It is agreed that the waiver by either Party of performance of any term of this Agreement or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or condition of this Agreement or any breach thereof.

SECTION 22 Force Majeure.

- (a) If either Party shall be unable to carry out any part of its obligations under this Agreement (except Bloomfield's obligation to make payments when due) due to causes beyond its control ("*Force Majeure*"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts of terrorism, orders or restraints of any kind of the government of the United States or any state or any of their departments agencies or officials or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:
- (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the event of Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
 - (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure;
 - (iii) no obligations of either Party that arose before the event of Force Majeure causing the suspension of performance are excused as a result of the event of Force Majeure;
 - (iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
 - (v) the Term, at Ameresco's option, shall be extended for a period equal to the number of days that the event of Force Majeure prevented the non-performing Party from performing.
- (b) Any decision by Bloomfield to close or change the use of the facilities or ECMs at the Property shall not constitute a Force Majeure excusing Bloomfield's performance under this Agreement.

SECTION 23 Contract Documents.

- (a) Upon execution of this Agreement by both Parties, this Agreement and its Attachments (including the Technical Energy Audit attached as a part of Attachment B) shall constitute the entire Agreement between the Parties relating to the subject matter hereof, and shall supersede all proposals, previous agreements, discussions, correspondences, and all other communications, whether oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) Section headings used herein are for the convenience of reference only and are not to be construed as a part of this Agreement.
- (c) This Agreement may not be modified or amended except in writing signed by the Parties.
- (d) The Scope of Services may be expanded by mutual consent of the Parties to include subsequent phases of work at the Property or at other Bloomfield facilities. In such case, the Parties shall

enter into a written agreement, which may be in the form of an amendment to this Agreement, to set forth the rights and obligations of the Parties, such written agreement to be in form and substance acceptable to both Parties.

- (e) In the event of an inconsistency or a conflict between this Agreement and the RFP or Ameresco's Response, the provisions of this Agreement shall control.

SECTION 24 Notices.

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder (other than regularly scheduled payments) shall be deemed properly given or made upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up, or two business days after being deposited in the mail if sent by registered or certified mail, return receipt requested, postage prepaid, or the next business day if sent by overnight delivery service, in each case, addressed as follows:

TOWN OF BLOOMFIELD

800 Bloomfield Avenue
Bloomfield, CT 06002
Attention: Town Manager

Facsimile: 860.769.3578

AMERESCO, INC.

111 Speen Street, Suite 410
Framingham, Massachusetts 01701
Attention: Michael J. Daigneault,
Vice President-Development

Facsimile: 508.661.2201

Either Party may change such address from time to time by written notice to the other Party.

SECTION 25 Records.

To assist Ameresco in its performance of this Agreement, Bloomfield shall (to the extent it has not already done so) furnish (or cause its energy suppliers and transporters to furnish) to Ameresco, upon its request, accurate and complete data (kept by Bloomfield or Bloomfield's energy suppliers and transporters in the regular course of their respective businesses) concerning energy usage for the existing facilities at the Property. Such records shall include, without limitation, the following data for the most current thirty-six (36) month period: (i) utility records; (ii) occupancy information; (iii) descriptions of any changes in building structure or heating, cooling or other systems or energy requirements; (iv) descriptions of all energy consuming or saving equipment used on Property; and (v) descriptions of all energy management procedures presently utilized. If requested by Ameresco, Bloomfield shall also provide any prior energy analyses of the Property to the extent reasonably available.

SECTION 26 Representations and Warranties.

Each Party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits and franchises, municipal, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) its execution, delivery and performance of this Agreement have been duly authorized by, and are in accordance with, as to Ameresco, its organic instruments and, as to Bloomfield, by all requisite State, municipal, city council or other action and are not in breach of any applicable law, code or regulation;
- (c) this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;

- (d) its execution, delivery and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected;
- (e) it has not received any notice of, nor to the best of its knowledge there is no, pending or threatened violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform its obligations hereunder; and
- (f) the persons executing this Agreement are duly authorized to do so.

SECTION 27 Independent Contractor.

Nothing in this Agreement shall be construed as reserving to Bloomfield any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Ameresco. The entire control or direction of such business and operations shall be in and shall remain in Ameresco, subject only to Ameresco's performance of its obligations under this Agreement. Neither Ameresco nor any person performing any duties or engaged in any work on the Property on behalf of Ameresco shall be deemed an employee or agent of Bloomfield. Nothing in this Section shall be deemed to be a waiver of Bloomfield of the right to use its property. Bloomfield and Ameresco are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

SECTION 28 Additional Representations and Warranties of Bloomfield.

Bloomfield hereby warrants and represents to Ameresco that:

- (a) Bloomfield has obtained all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement.
- (b) Bloomfield intends to continue to use the Property in a manner reasonably similar to its present use;
- (c) Bloomfield does not intend to make any changes to the electrical and thermal consumption characteristics of the Property from those which existed during the base period except as may have been disclosed in writing by Bloomfield to Ameresco prior to the date of this Agreement;
- (d) Bloomfield has provided Ameresco with all records heretofore requested by Ameresco (and, in that regard, Ameresco acknowledges that it has received base period data from Bloomfield which appear to be complete as of the date of this Agreement) and that the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement shall be, true and accurate in all material respects except as may be disclosed by Bloomfield in writing;
- (d) Bloomfield has not entered into any contracts or agreements for the Property with persons or entities other than Ameresco regarding the provision of the services referenced herein.
- (e) Since the date of the IGA, there has been no change, event, circumstance or development that has or could reasonably be expected to have a material adverse effect on (i) the operation or condition of the Property, (ii) the energy usage at the Property, or (iii) the ability of Bloomfield to perform

its obligations hereunder.

SECTION 29 Certification of Ameresco.

Ameresco hereby certifies, by its execution of this Agreement, that no official or employee of Bloomfield has any pecuniary interest in this Agreement or in the expected profits to arise hereunder, and that this Agreement is made in good faith without fraud or collusion with any other person involved in the bidding process.

SECTION 30 Negligent or Wrongful Acts.

To the extent allowed by law, it is understood and agreed that neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

SECTION 31 Further Documents and Events.

The Parties shall execute and deliver all instruments and documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement. Ameresco agrees to execute and deliver all documents reasonably required to release any lien held by Ameresco or its assignees upon the termination of this Agreement and payment of all amounts required to be paid by Bloomfield to Ameresco pursuant to this Agreement. Bloomfield agrees to execute and deliver all documents which may be required by an entity which provides funds for any financing contemplated herein and to cooperate with Ameresco in obtaining such funds. Bloomfield agrees to execute and deliver all instruments and documents which may be required to obtain all licenses, permits and governmental approvals required by Ameresco for installation and operation of the ECMs. Bloomfield agrees that Ameresco shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, benefits and characteristics associated with or arising out of the transactions contemplated by this Agreement or associated with the ECMs or with the energy, capacity or other electrical savings created under this Agreement, howsoever created or recognized in the United States, any political subdivision thereof or any foreign jurisdiction (other than dollar savings realized by Bloomfield from reductions in Bloomfield's energy use or other operating costs). Bloomfield shall provide Ameresco all reasonable assistance in perfecting its rights to such attributes, rights, credits, benefits and characteristics. Ameresco's obligations hereunder are subject to obtaining all such required licenses, permits and governmental approvals.

SECTION 32 Dispute Resolution.

Claims, disputes, or other matters in controversy ("*Claims*") arising out of or related to the Agreement shall be subject to mediation as a condition precedent to any and all remedies at law or in equity.

The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any other proceeding as filed in a court of law or equity in the State of Connecticut, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. If the parties have chosen to arbitrate any Claim and the arbitration is stayed by this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any non-court filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in the Connecticut Superior Court.

If mediation is unsuccessful, the parties may proceed to address the Claim(s) at law or in equity as they deem appropriate.

SECTION 33 Third Party Beneficiaries.

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

SECTION 34 Notifications of Governmental Action - Occupational Safety and Health.

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law rule or regulation relating in any way to the undertakings of either Party under this Agreement.

SECTION 35 References.

Unless otherwise stated all references to a particular "*Attachment*" or to "*Attachments*" are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section or subsection shall refer to a Section or a subsection, as the case may be, of this Agreement unless this Agreement specifically provides otherwise.

* * * * *

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

TOWN OF BLOOMFIELD

AMERESCO, INC.

BY: _____

Name: Philip K. Schenck, Jr.

Michael J. Daigneault

Title: Town Manager

Vice President - Development

[Signature page to Energy Services Agreement]

**ATTACHMENT A
PROPERTY DESCRIPTION**

The following buildings, facilities, and areas, which are owned and operated by Bloomfield, (the "Property") are included in the Scope of Services detailed in Attachment B:

Facility	Address
Bloomfield Volunteer Ambulance	12 Southwood Road, Bloomfield, CT
Police Department	785 Park Avenue, Bloomfield, CT
Prosser Library	1 Tunxis Avenue, Bloomfield, CT
Town Garage / DPW	21 Southwood Road, Bloomfield, CT
Town Hall	800 Bloomfield Avenue, Bloomfield, CT
Wintonbury Library	1015 Blue Hills Avenue, Bloomfield, CT
Bloomfield Volunteer Ambulance	12 Southwood Road, Bloomfield, CT
Police Department	785 Park Avenue, Bloomfield, CT
Prosser Library	1 Tunxis Avenue, Bloomfield, CT

ATTACHMENT B
SCOPE OF SERVICES

**DESCRIPTION OF THE ENERGY CONSERVATION MEASURES ("ECMs")
AND EQUIPMENT**

This Attachment B provides a description of existing equipment and the ECMs and related equipment to be installed by Ameresco at the facilities scheduled on Attachment A. Installation of the ECMs and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect Ameresco's anticipated economic benefit or the Guarantee of Energy Savings.

This Attachment B includes by reference the Investment Grade Audit dated as of October 31, 2013, as amended and restated on May 23, 2014, for the Property and submitted under separate cover.

The following table summarizes the ECMs incorporated into the Scope of Services. Each improvement is recommended and described in the Technical Energy Audit.

Town of Bloomfield Energy Conservation Measures (ECMs)		Lighting Systems Improvements	Lighting Controls	Lighting Systems Improvements Exterior	Integrated and New Energy Management Systems	Programmable Thermostats	Demand Control Ventilation	Building Envelope Improvements	Variable Speed Drives for AHUs	Steam Trap Replacement	Fan Coil Unit Replacements at TH	
Facility		1	2	3	4	6	7	9	10	13	16	
Alvin B Wood Center												
Bloomfield Volunteer Ambulance		X	X	X		X		X				
Police Department		X	X	X	X		X	X	X			
Prosser Library		X			X							
Town Garage / DPW						X		X				
Town Garage / DPW Butler Building		X										
Town Hall		X		X	X			X		X	X	
Wintonbury Library		X				X						

ATTACHMENT C

NOTICE TO PROCEED

[PLACE ON BLOOMFIELD LETTERHEAD]

Mr. Michael J. Daigneault
Vice President - Development
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701

SUBJECT: NOTICE TO PROCEED

Dear Mr. Daigneault:

In accordance with Section 1(a) of the Energy Services Agreement (the "*ESA*") dated as of _____, 2014, by and between Town of Bloomfield ("*Bloomfield*") and Ameresco, Inc. ("*Ameresco*"), Bloomfield hereby submits to Ameresco this Notice to Proceed in relation to the Scope of Services as defined in the *ESA*.

Sincerely,

By: _____
Duly Authorized Signatory
Name: _____
Title: _____
Date: _____

ATTACHMENT D

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

[PLACE ON BLOOMFIELD LETTERHEAD]

Mr. Michael J. Daigneault, Vice President - Development
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, Massachusetts 01701

Re: Energy Services Agreement (the "*ESA*"; capitalized terms used and not defined herein shall have the meanings given to such terms in the *ESA*) dated as of _____, 2014 by and between Town of Bloomfield ("*Bloomfield*") and Ameresco, Inc. ("*Ameresco*")

Dear Mr. Daigneault:

Bloomfield hereby acknowledges its receipt and acceptance of all ECMs described in Attachment B of the *ESA* as installed and in good working condition.

Sincerely,

By: _____
Duly Authorized Signatory

Name: _____

Title: _____

Date accepted: _____

ATTACHMENT E

DETERMINATION OF ENERGY COST SAVINGS

Section 7 of the IGA is incorporated herein by reference.

Annual Energy Cost Savings shall be defined as the summation of the savings resulting from the Section 4 calculations, and the operational / maintenance / other savings. Annual inspections, periodic monitoring, and reconciliation reports shall be performed for the first 2 years after Final Delivery and Acceptance. After that time, no inspections, periodic monitoring services, or reconciliation reports will be provided, unless services are otherwise extended by the Customer, provided however services may be extended for consecutive Guarantee Years only. After Guarantee Year 2 Annual Energy Cost Savings for all subsequent years shall equal the utility unit savings specified in the IGA at the rates specified in the Unit Prices section of Section 7, as escalated therein.

ATTACHMENT F

CONTRACT COST AND ANNUAL SERVICES

(a) **Contract Cost:** Bloomfield shall pay to Ameresco, an amount not to exceed One Million Thirty Three Thousand Six Hundred Sixty Five Dollars and No Cents (\$1,033,665.00) (as adjusted and/or modified from time to time as described below) (the "**Contract Cost**") in accordance with the terms described in Section 4 of this Agreement and the Open Book Pricing method described below. The Contract Cost shall be comprised of the sum of the Direct Pricing, the Indirect Pricing, and the Audit Fee. The Contract Cost includes the Preconstruction Services described in Section 1(a)(i) of this Agreement. The Contract Cost may be revised from time to time based upon the agreed upon Direct Pricing.

Open Book Pricing

Direct Pricing means:

Prior to the implementation of the work, Ameresco shall solicit pricing from no fewer than three subcontractors / equipment providers for each ECM and to the extent possible, shall use the most competitive and qualified subcontractor / equipment provider to implement the work relating to such ECM (the "**Direct Pricing**"). In the event Ameresco solicits but does not receive at least (3) bids for each ECM, Ameresco shall notify Bloomfield and provide information on bidders solicited and their proposals for Bloomfield review. Prior to awarding a subcontract, the results including bid requests and pricing received from such requests shall be provided to Bloomfield. Bloomfield shall be provided ten (10) business days to review the information and inform Ameresco of its recommended subcontractor. In the event Bloomfield does not advise Ameresco of its recommendation by the end of such five business day period, Ameresco may award a subcontract to its recommended subcontractor. Ameresco and Bloomfield may mutually agree upon any portion of the Direct Pricing without solicitation of competitive pricing from subcontractors.

"Indirect Pricing" means all:

- Design Oversight: Ameresco oversight of ECM design as well as Ameresco staff overseeing subcontracted design professionals.
- Project Management: Ameresco's management of the project, including management reviews of progress and attending project construction meetings periodically throughout the construction period.
- Construction Management: Ameresco staff providing management of the project and subcontractors throughout the construction term.
- Commissioning: Ameresco staff performing and overseeing commissioning activities required to ensure system is functional and meets the design intent.
- Training: Ameresco's training of Bloomfield personnel at the time of commissioning, prior to turn over of the project to Bloomfield personnel.
- Measurement and Verification (M&V): Measurement and verification activities performed at the commissioning phase, as described in the Section 7 Measurement and Verification Plan of the IGA.
- Performance and Payment Bonds: Performance and Payment Bonds on the gross project value of the project.
- Construction Period Interest: Ameresco's carrying costs based upon progress payments during construction with a 10% project retainage paid upon completion of each ECM.
- Travel: Ameresco travel costs associated with managing implementation of the project.
- Warranty: Ameresco providing warranty related services as per the final energy services agreement.

- Overhead and Profit: Ameresco's recovery of corporate overhead and recognition of profit

Indirect Pricing shall be calculated based upon the actual Direct Pricing secured through the Direct Pricing process described above, using percentages per ECM prescribed in the below table:

ECM #	ECM Name	Indirect %
1	Lighting System Improvements	38.10%
2	Lighting Controls	38.10%
3	Lighting Systems Improvements Exterior	38.10%
4	Integrated and New Energy Management Systems	43.16%
6	Programmable Thermostats	43.16%
7	Demand Control Ventilation	43.16%
9	Building Envelope Improvements	39.88%
10	Variable Speed Drives for AHUs	38.40%
13	Steam Trap Replacement	46.13%
16	Fan Coil Unit Replacements at TH	46.13%

Any cost not specifically included in the Indirect Pricing shall be included in the Direct Pricing, as approved by Bloomfield consistent with this Attachment F, inclusive of all materials, labor, and other services or fees required to successfully implement the Scope of Services. All third party or subcontracted services shall be part of the Direct Pricing.

"Audit Fee" shall equal \$5,615 in recognition of services rendered to complete the IGA.

In the event the Contract Cost is anticipated to exceed the "not to exceed" amount stated above, the Parties hereby agree to (1) execute a written amendment to the Agreement increasing the not to exceed amount or (2) modify the Scope of Services in order to remain within the stated maximum. In the event an entire ECM is removed as a result of such modification, Bloomfield agrees to compensate Ameresco for any Indirect Pricing which may have been incurred for such ECM. In the event Ameresco anticipates that the Guarantee of Energy Savings cannot be met following removal, modification, or alteration of one or more ECMs from the Scope of Services, then Ameresco shall be permitted to modify the Guarantee of Energy Savings to reflect the removal of ECMs and the Parties shall otherwise mutually agree upon any other appropriate modifications to the terms and conditions of this Agreement.

Any Change Orders to the Scope of Services shall follow the same approach described herein.

(b) **Operations and/or Maintenance:** Not applicable.

(c) **Measurement and verification:** The cost of measurement and verification services as specified in Attachment E is detailed below:

Year	M&V
1	\$7,286
2	\$7,500

The cost of measurement and verification services requested for subsequent Guarantee Years as provided in Section 6(b) shall be subject to mutual agreement of Bloomfield and Ameresco.

(d) **Other Annual Services:** Not applicable.

(e) **Extended Warranty:** Not applicable.

ATTACHMENT G

CHANGE ORDER FORM

(Request & Agreement for change in Plans and/or Specifications and/or Contract)

Change Request No.: _____

Owner: _____

Department: _____

Project No.: _____ Contract No.: _____ Site: _____

Title: _____

I. REQUEST

Date: _____

(a) Requested by: _____

(b) Description of change: _____

II. AMERESCO'S AGREEMENT

For all costs involved in this change including extensions of time herein requested Ameresco proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

☐ (a) Predetermined lump sum total of: (add) (deduct) \$ _____

☐ (b) Lump sum "not-to-exceed": (add) (deduct)

\$ _____

(Max. price based on contract or negotiated unit prices)

☐ (c) Time & Material Basis "not-to-exceed": (add) (deduct) \$ _____

(Computed in accordance with provisions of the Contract)

Place an "X" beside selected proposal method and strike out either (add) or (deduct) whichever does not apply. If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest shall be submitted per (c) above.

An extension of contract time of _____ calendar days to _____ is requested.

Ameresco: _____ by: _____ Date: _____
(name and title) (signature)

BLOOMFIELD APPROVAL:

Date: _____

Bloomfield _____

By: _____

Title: _____

Contract Award	\$ _____
Previous Additions	\$ _____
Previous Deductions	\$ _____
Net Total	\$ _____
This Change	\$ _____
Total	\$ _____

ATTACHMENT H
MAINTENANCE SERVICES

NO MAINTENANCE SERVICES ARE INCLUDED IN THIS AGREEMENT.

ATTACHMENT I

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME & ADDRESS:

PROJECT NO.: _____

CONTRACT DATE: _____

DESCRIPTION:

The installation of [list each ECM being accepted with this certificate] under the Agreement has/have been reviewed and found to be substantially complete. The date of Substantial Completion of the forgoing ECM(s) is hereby established as:

SUBSTANTIAL COMPLETION DATE: _____

The date of Substantial Completion of an ECM is the date certified by Bloomfield when such ECM is properly installed and, if applicable, commissioned, and is complete in accordance with Section 4(f) of the Agreement.

The Substantial Completion date set forth above is the date of commencement of applicable warranties for such ECM(s), as required by the Agreement. A list of items to be completed or corrected is identified below as punchlist items. The failure to include any items on such punchlist does not alter the responsibility of Ameresco to complete all work in accordance with the Agreement.

CONTRACTOR: Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, Massachusetts 01701

AUTHORIZED SIGNATURE: _____ **DATE:** _____

NAME: _____
(type or print)

BLOOMFIELD

AUTHORIZED SIGNATURE: _____ **DATE:** _____

NAME: _____
(type or print)

PUNCHLIST ITEMS

--

Attach additional page(s) as necessary. Number of pages attached ____.

ATTACHMENT J
STANDARDS OF SERVICE & COMFORT

In general, the space temperature will be maintained as follows:

Heating Season - (Sept. - May)

Space	Maximum average temperature
Occupied	72 deg F
Unoccupied	55 deg F
Storage area requiring heat	50 deg F, except where existing use does not permit
Areas not requiring heat	Minimum temperature required to prevent damage to the facility.

Cooling Season (May - Sept.)

Space	Minimum average temperature
Occupied	72 deg F
Unoccupied	N/A
Storage area requiring heat	N/A
Areas not requiring heat	N/A

ATTACHMENT K
TEST INSTALLATION ACCEPTANCE LETTER

[PLACE ON BLOOMFIELD LETTERHEAD]

Date _____

Mr. Michael J. Daigneault
Vice President - Development
Ameresco, Inc.
111 Speen Street
Suite 410
Framingham, MA 01701

Re: Energy Services Agreement (the "*ESA*"; capitalized terms used and not defined herein shall have the meanings given to such terms in the *ESA*) dated as of _____, 2014 by and between Town of Bloomfield ("*Bloomfield*") and Ameresco, Inc. ("*Ameresco*")

Dear Mr. Daigneault:

Bloomfield has reviewed samples of certain ECMs (as set forth on the list attached hereto) to be installed pursuant to the *ESA*. Bloomfield hereby approves such ECMs and, if applicable, their respective lighting levels, for installation in Bloomfield's Property located at [_____]. Ameresco and its lenders may rely upon Bloomfield's approval herein for the purpose of procuring such ECMs to be used in the performance of the *ESA*.

Sincerely,

By: _____
Duly Authorized Signatory
Name: _____
Title: _____
Date: _____

TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager
DATE: August 8, 2014
RE: FY 14/15-07: ZONING REGULATION §6.3 - SIGNS

We have received numerous requests regarding placement of signs on properties. At the request of the Mayor, the Town Attorney has drafted the attached memorandum clarifying the exemption status of Town of Bloomfield.

Should Council wish to move forward, the following motion would be in order:

Move to refer this to the Land Use & Economic Development Subcommittee for review and recommendation.

MEMORANDUM

TO: SYDNEY SCHULMAN, MAYOR
FROM: MARC N. NEEDELMAN, TOWN ATTORNEY
SUBJECT: BLOOMFIELD SIGN REGULATIONS
DATE: 07/18/2014
CC: PHILIP SCHENCK, JR., TOWN MANAGER
THOM HOOPER, DIRECTOR OF PLANNING

The question has been raised as to whether the "Exemptions" provided for in Bloomfield Zoning Regulations § 6.3.E(10) apply to all of Article 6.3, or just to Article 6.3.E.

As drafted, Bloomfield Zoning Regulations § 6.3.E(10) would only apply to § 6.3.E Sign Types. § 6.3.E(10) reads, in part: "Exemptions. The Town of Bloomfield shall be exempt from the provisions of this section as to signs which identify public buildings, community activities or are directional in nature."

If these exemptions were to apply to all of Section 6.3, then they would have their own section, such as 6.3.M Exemptions. The fact that they are contained as a part of § 6.3.E leads to the conclusion that these exemptions only apply to § 6.3.E.

Further support for this opinion can be found by reading other sections of Article 6.3, most notably 6.3.D, which states in part, "All signs except identification and directional signs for municipal facilities and municipal signs for central directional indexing in industrial areas shall be erected inside property lines of the premises to which they pertain and shall not be located within or allowed to intrude into any public street, road or highway right of way." If § 6.3.E(10) was to apply to all of § 6.3, then this language in § 6.3.D would be unnecessary as it is duplicative.

6.3 SIGNS.

6.3.A Purpose.

The purposes of these sign regulations are to encourage the effective use of signs as a means of communication in the Town; to maintain and enhance the aesthetic environment and the Town's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property.

6.3.B General Requirements.

1. All signs erected in the Town of Bloomfield shall comply with the requirements set forth in addition to all other applicable regulations.
2. Sign Prohibitions and Limitations.
 - a. Signs which are not expressly permitted by these Regulations are prohibited.
 - b. No sign shall use any word, phrase, symbol, shape, form, or character in such manner as to interfere with moving traffic, including signs which incorporate typical street-type and/or traffic control-type signage designs and colors.
 - c. No illuminated flashing signs shall be permitted. Electronic time/temperature signs and gas price signs are permitted with a Special Permit.
 - d. No portable signs shall be permitted.
 - e. Off-premise directional and informational signs shall be permitted only for governmental uses.
 - f. No inflatable signs shall be permitted.
 - g. No sign shall be placed so as to obstruct or interfere with traffic visibility.
 - h. Advertising in bus shelters shall not be considered a sign for the purposes of this section.

6.3.C Sign Illumination.

1. The light source in any lighted sign shall be shielded in such a manner as to prevent undue glare or blinding effects upon traffic or adjoining properties.
2. Colored lights shall not be used where they create any conflict with highway control traffic signals.
3. Direct external lighted signs shall be illuminated only to the degree necessary to ensure the sign is readable.
4. The intensity of the lighting source shall be determined by the Commission or Director of Planning, as appropriate, based on the placement, style and materials of the sign itself.
5. Under appropriate conditions the hours of illumination may be limited to minimize adverse effects on surrounding land uses or properties.

6.3.D Sign Placement and Location.

1. All signs except identification and directional signs for municipal facilities and municipal signs for central directional indexing in industrial areas shall be erected inside property lines of the premises to which they pertain and shall not be located within or allowed to intrude into any public street, road or highway right-of-way. No off-premises signs shall be permitted.
2. No sign shall be located on any corner lot or near any driveway that would violate the visibility at intersections requirements in Sections 6.8.
3. The area restrictions below shall be interpreted as maximum area per sign face and are not meant to prohibit the use of more than one (1) face.

6.3.E Sign Types.

1. "A" Frame Signs. "A" frame signs shall only be permitted for welcoming new businesses to Town or as a Temporary Sign.
 - a. No more than six (6) "A" frame signs Town-wide shall be erected/permited at any one time.
 - b. Such signs shall be erected/permited for no more than 30 days.
 - c. Such signs shall be no larger than 12 square feet in sign area (on each side) and shall stand no higher than five (5) feet above grade.
 - d. Such signs shall be purchased by and made available to businesses by the Town or its designee.
 - e. A permit to display such signs will be required and can be procured from the Town Zoning Enforcement Officer or such party as designated by the Town Plan and Zoning Commission to administer these signs.
2. Billboards. Billboards are deemed to be a prohibited use.
3. Freestanding Signs.
 - a. Permanent freestanding signs shall not be located closer than ten (10) feet from where the public may walk, nor 15 feet from where vehicles may drive. A freestanding sign shall not be closer than ten (10) feet to a street right-of-way line.
 - b. A permanent freestanding sign shall be appropriately landscaped at its base. Said landscaping shall be approved by the Commission or Director of Planning as appropriate per the nature of the application.
4. Internal Directional Signs. Internal use signs shall be permitted provided they meet the following criteria:
 - a. are not be legible from a public right-of-way.
 - b. are not internally illuminated.
 - c. do not exceed 18 square feet in sign area. The Commission may allow an internal use sign to exceed 18 square feet through the Special Permit Application Process in Section 9.5.
 - d. a multi-tenant signage program for internal use signs is required when internal use signs exceed 18 square feet on a multi-tenant site.
5. Portable Signs. Portable signs are deemed to be a prohibited use.
6. Projecting Signs. Projecting signs shall not be closer than 10 feet to a street right of way line.
7. Temporary Signs.
 - a. Temporary wall signs shall not exceed 20 square feet in sign area to be placed on the building face. If the business requesting the sign is not visible from a public street or is at a greater distance than 300 feet from the street line, the Zoning Enforcement Officer may allow an increase in the wall sign up to 40 square feet or allow an "A" frame sign to be substituted.
 - b. Only one (1) temporary "grand opening" sign for bona fide new businesses and only four (4) temporary sales activities permits shall be issued to the same business on the same parcel in any calendar year.

- c. For properties containing more than one business, no more than one (1) temporary sales activities permit or grand opening sign per entrance drive shall be issued at any given time.
8. Wall Signs.
 - a. Building wall signs shall not project above the parapet or roof line.
 - b. All mounted signs shall be affixed parallel to the wall to which they are attached and shall not project more than 12 inches therefrom.
 - c. Signs painted directly on a wall or other portion of a building are not permitted.
9. Window Signs. Signs displayed from the inside of the window shall not exceed 15 percent of the window area or each window.
10. Exemptions. The Town of Bloomfield shall be exempt from the provisions of this section as to signs which identify public buildings, community activities or are directional in nature. Wall and freestanding signs shall be removed from buildings and premises which have been vacant for more than three (3) months.

6.3.F Signs Permitted in all Zoning Districts.

1. Property Identification. A name sign or announcement sign for a lawful activity located on the premises.
 - a. all signs shall be located behind the front property line and shall not contain more than one (1) square foot in total sign area per face;
 - b. shall not contain more than one (1) piece.
 - c. no more than one (1) sign shall be permitted at one time.
2. Home Improvement Sign. A name sign or announcement sign for home improvement activity conducted on the premises may be installed for a limited duration. Home Improvement Signs shall not exceed two (2) square feet in area.
3. Bulletin Boards. Bulletin boards on the premises of churches, educational institutions and similar uses not over 16 square feet in sign area.
4. Construction Sign. A sign not to exceed 12 square feet in sign area when displayed on a building or property in process of construction or improvements.
5. Farm Sign. A sign identifying the name of a farm or agricultural activity, not to exceed six (6) square feet in sign area, or be higher than six feet.
6. Public Purpose Signs. Incidental signs, generally informational, that have a purpose secondary to the use of the property on which it is located, such as "no parking," "entrance," "loading" and other similar directives, subject to the approval of the Commission, on any lot provided no such sign shall be larger than two (2) square feet in sign area nor exceed a height of six (6) feet. Signs for bus shelters are exempt from these regulations.
7. Real Estate Sign. One (1) freestanding real estate sign announcing the availability of a use of parcel provided such sign may not exceed four (4) square feet and an overall height of six (6) feet.
8. Subdivision Sign. One subdivision identification sign, not to exceed 32 square feet, to identify an approved subdivision provided that such sign shall be removed after one (1) year if an extension has not been granted by the Commission.
9. Traffic Control Signs. Traffic control signs and devices as permitted by the Local Traffic Authority.

6.3.G Signs Permitted in Residential Zones (Article 3).

1. No illuminated sign shall be permitted in any residential zone except to light residential nameplates, addresses, garden apartments, public building entrances or per Section 6.3.C.
2. Home Based Business Sign. One (1) sign announcing the home based business provided such sign may not exceed one (1) square feet per face and an overall height of six (6) feet.
3. Freestanding Signs. Special Permit uses within the residential districts may be permitted to install freestanding signs under appropriate circumstances during the Town Plan and Zoning Commission review. Any freestanding sign approved during this special permit/site plan review shall not exceed 32 square feet in area nor a height of six (6) feet.

6.3.H Signs Permitted in Business and Special Zones (Articles 4 and 5).

1. Wall Signs. Signs affixed and parallel to the façade of a building pertaining to a permitted use or business, providing said signs on a given wall surface shall not exceed two (2) square feet of sign area for every linear foot of the same wall of that section of the building.
2. Freestanding Signs. One (1) freestanding sign representing all permitted uses or businesses on a single parcel providing said sign does not exceed 40 square feet of sign area per face and an overall height of 20 feet. Freestanding signs shall be screened from the view of adjacent residential districts.
3. Menu Board. The Commission may authorize the use of detached menu boards on projects permitted for drive-in windows, provided the following standards are satisfied:
 - a. Only one (1) detached menu board shall be permitted per order window, on a lot.
 - b. Display surface area shall not exceed 32 square feet of sign area per detached menu board.
 - c. The detached menu board shall be screened from a public right-of-way.
4. Signage for large parcels. For parcels in excess of three (3) acres and containing more than one (1) principal building within an I-1 or I-2 only, the Commission may, during a site plan review, determine the number of freestanding signs based upon the frontage of the property.
 - a. One (1) freestanding sign per each 125 feet of frontage may be permitted provided that the maximum number of freestanding signs shall not exceed the number of principal buildings on the site.
 - b. The Commission may waive this provision and permit more than one (1) sign per building on such a site when the property is a corner lot or the property possesses other qualities, such as but not limited to heavy natural vegetation, which would warrant an additional sign.
 - c. All signs within the property shall be of a consistent design theme and approved by the Commission. Such signs shall not exceed 40 square feet in sign area nor a height of eight (8) feet.
 - d. Each sign shall be appropriately landscaped at its base.
5. Internal Directional. On-site directional information and identification signs not exceeding two (2) square feet in sign area, pertaining to any permitted use.
6. Window Signs. Window signs may be displayed provided they do not exceed 15 percent of the window area.
7. Real Estate Sign. One (1) freestanding real estate sign announcing the availability of a use of parcel provided such sign may not exceed 20 square feet and an overall height of six (6) feet.

6.3.I **Multi-Tenant Signage Program.**

1. Multiple tenant commercial and industrial buildings shall submit a signage program to the Town Plan and Zoning Commission for approval before permits for new signs are issued at the property.
2. Program Scope. Such signage program shall address size, colors, materials, placement, illumination, and other information as may be required for the Commission to evaluate all attached and detached signs which may be installed on a given site.
3. Approved Program. Such approved signage program shall guide the owner, tenants, Commission, and Zoning Enforcement Officer in the application for and issuance of any permits required by these Regulations.
4. Existing Sites. A Multi-Tenant Sign Program is required when a property owner can not show compliance with the standards listed above.

6.3.J **Civic Organization and Directional Signs.**

No permanent sign shall be erected, relocated, or altered for the purpose of directing the public or announcing civic organizations without the approval of the Commission or its designated agent. Any signs approved under this section of the regulations and located within a public right-of-way must first be approved by the Town Manager or Legal Traffic Authority or the State of Connecticut Department of Transportation.

6.3.K **Administration.**

1. Applications for sign approval for new signs in Business and Special Zones and any other Special Permit uses shall be made on forms provided by the Planning and Zoning Department and shall be accompanied by such plans and information specified on such forms.
2. Modifications to existing signs and temporary signs shall be reviewed and approved by the Commission's staff unless said staff believes the proposal needs to be referred to the Commission for their action.
3. No sign shall be erected, relocated, or altered, except for normal maintenance, without the proper permits being issued by the Commission or its staff.

6.3.L Sign Permit Procedures.

TYPE OF SIGN	PERMIT REQUIRED	ISSUING AGENCY
"A" FRAME	Zoning Signoff	ZEO
CONSTRUCTION	None	-
FARM	None	-
FREESTANDING	Site Plan	TPZ
HOME BASED BUSINESS	Zoning Signoff	-
IDENTIFICATION	None	-
INSTITUTIONAL	Zoning Signoff	ZEO
INTERNAL DIRECTIONAL	Zoning Signoff	ZEO
MENU BOARD	Special Permit	ZEO
MULTI-TENANT SIGNAGE PROGRAM	Site Plan	TPZ
PUBLIC PURPOSE	None	-
REAL ESTATE	None	-
SUBDIVISION	Zoning Signoff	ZEO
TEMPORARY	Zoning Signoff	ZEO
TRAFFIC	None	-
WALL SIGNS	Zoning Signoff	ZEO
WINDOW	Site Plan	TPZ

TABLE LEGEND

ZEO = Zoning Enforcement Officer
TPZ = Town Plan and Zoning Commission

TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager
DATE: August 8, 2014
RE: FY 14/15-08: NOISE ORDINANCE

Recently we have received numerous complaints regarding outdoor noise levels. At the request of the Mayor, the Town Attorney has drafted the attached memorandum outlining changes to the current ordinances in order to regulate noise coming from inside a structure or vehicle.

Should Council wish to move forward, the following motion would be in order:

*Move to refer this to the Land Use and Economic Development
Subcommittee for review and recommendation.*

MEMORANDUM

TO: SYDNEY SCHULMAN, MAYOR
FROM: MARC N. NIEDELMAN, TOWN ATTORNEY
SUBJECT: NOISE ORDINANCE
DATE: 07/18/2014
CC: PHILIP SCHENCK, JR., TOWN MANAGER

The current Bloomfield ordinances prohibit "outdoor amplified noise" in residential zones between the hours of 9:00pm and 7:00am. See §3-19(b). "Outdoor amplified noise" is defined as: when "sound amplifying equipment is located outside a structure or vehicle, or if the windows, doors' or vents are open to permit the noise to emanate outside the structure or vehicle to the level to which it would unreasonably disturb a person." See §3-18(d).

These ordinances, as written, would not prohibit noises emanating from inside a structure or vehicle that has no open windows, doors' or vents. **In order to regulate such noises, the following changes are suggested to the current ordinances:**

§3-18(d): The term "outdoor amplified noise" as used herein shall mean when such sound amplifying equipment is located outside a structure or vehicle, or the amplified noise ~~if the windows, doors' or vents are open to permit the noise to emanate~~ can be heard outside the structure or vehicle to the level to which it would unreasonably disturb a person.

§3-19(b): remove the word "outdoor".

As you know, Council would need to hold a Public Hearing prior to adoption of this Code change.

TO: Town Councilors

FROM: Philip K. Schenck, Jr., Town Manager

DATE: August 8, 2014

RE: FY 14/15-9: TOWN OF BLOOMFIELD WELCOME, PARKS AND
OTHER TOWN SIGNS

Attached is a memorandum regarding Town of Bloomfield Signs. Based on the Town Council's comments and concerns regarding Town of Bloomfield signs, I am recommending this item be referred to the Administration & Education Subcommittee.

Should Council wish to move forward, the following motion would be in order:

Move to refer this to the Administration & Education Subcommittee for review and recommendation.

Philip Schenck

From: Philip Schenck
Sent: Tuesday, July 15, 2014 4:32 PM
To: 'Derrick Seldon (derrickseldon@comcast.net)'; 'Joan Gamble'; 'Joel Neuwirth'; 'Joseph Merritt'; 'Joseph Washington'; 'Leon Rivers'; 'Patrick DeLorenzo'; Sharron Howe; 'Sydney Schulman'; 'Wayne Hypolite'
Subject: Signs

All: The issue of the "Welcome to Bloomfield" signs installed several years ago has been brought up by some of you at different times and places as needing a change, particularly their size and locations in the right-of-way, but also their design to some extent. In addition, the Parks Master Plan calls for "develop(ing) a system wide signage and wayfinding plan and improve park "gateways" to make them more prominent and make the parks feel like special places. Signage and gateways should have a common theme or branding to make the parks easily identifiable as a Bloomfield Park." Accordingly, there are several signage issues that we may want to look at. A quick review of the history of the existing signage (branding) of Bloomfield should be reviewed to give some perspective as to why we are where we are and provide some continuity going forward as we develop your wishes as well as the recommendations outlined in the Parks Master Plan recently completed and accepted by the Town.

Approximately 5 years ago (as best as I can determine) the Town felt it needed to replace the then existing Welcome to Bloomfield signs (they were in need of repair) and to also pursue a common theme or "brand" for Bloomfield. I am not sure how the process unfolded and who was involved, but the stylized "B" was selected as the central theme and the Town had 10 "Welcome" signs constructed (cost \$22,000 – made from carved redwood and installed with concrete footings– a capital budget item) at the various entrances to Town. The stylized "B" logo was also adopted Town wide and is currently used on stationary, note pads, the web page, floor mats, mouse pads, business cards, uniforms, camp tee shirts, some vehicles and business portfolios. Due to the scope of the branding, its depth and breadth the goal of branding Bloomfield with the stylized "B" has been eminently successful. Recently, a unique, one of a kind large new Welcome sign was developed for the intersection of Cottage Grove and Blue Hills Avenues. This differs from the other welcome signs located at the entrances to Bloomfield.

In discussions held to date among Town staff several issues have come to the surface:

- a. The Town has invested a significant amount of dollars in fielding and maintaining the stylized "B" logo throughout the community both internally at Town Hall but also externally as mentioned above.
- b. To replace the 10 "Welcome to Bloomfield" stylized "B" signs with larger signs of the same design and have them installed, and relocate the 10 existing (smaller) "Welcome to Bloomfield" signs to secondary roads entering Bloomfield will cost approximately \$55,000.
- c. To replace the stylized "B" signs with the same size/design as was recently approved for the corner of Blue Hills and Cottage Grove Road becomes problematic, since we are changing the main branding theme. If we are to completely change the "brand" away from the stylized "B" we will need to replace stationary, web page, business cards, uniforms etc. This all adds to transition costs. Total costs for a complete "rebranding" would amount to \$70,000-\$80,000 including larger signs installed to replace the existing "Welcome to Bloomfield" signs. In some cases regulatory issues could develop with ConnDOT, on state highways.
- d. Regardless of the decision, we will need to add/replace signs at our parks, which in most cases are not in good condition. I anticipate that Dave Melesko will be coming forward this coming budget season with a request for signage as part of the Park Master Plan Implementation program in the CIP.

Accordingly, as part of our CIP budget discussion in the forthcoming budget season we should make a decision on town-wide branding and signage. The existing signs are in relatively good shape, they were built and installed to last, that

doesn't mean we shouldn't revisit the signage/branding issue, but we should do so with the knowledge that it could turn into something that costs a considerable amount of \$ and effort.

Phil

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DRAFT

BLOOMFIELD TOWN COUNCIL

There was a regular meeting of the Bloomfield Town Council held at 7:30 p.m. on Monday, July 14, 2014 in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

Present were: Mayor Sydney Schulman Deputy Mayor Joan Gamble, Councilors Derrick Seldon, Wayne Hypolite, Joseph Washington and Patrick DeLorenzo and Leon Rivers.

Absent were: Councilors Joseph Merritt and Joel Neuwirth

Also present were: Philip K. Schenck, Jr., Town Manager, Sharron Howe, Assistant to the Town Manager, Attorney Marc Needelman and India M. Rodgers, Clerk of Council.

PLEDGE OF ALLEGIANCE

The meeting began with the pledge of allegiance to the flag.

PUBLIC HEARING

There were two public hearings held for the following reasons:

- **To seek public input concerning the proposed transfer of town owned land known as Charter Avenue Right-of-Way, south of 72 Granby Street.**

The public hearing opened at 7:35 p.m.

There were no public comments.

The public hearing closed at 7:38 p.m.

- **To seek public input concerning the proposed transfer of town owned land at the southeast corner of Coventry Street and East Morningside Avenue (Lot 1014).**

The public hearing opened at 7:40 p.m.

1. **Robert Berman, 8 Hiram Lane** stated that transferring this section of land is an excellent use of town owned property.

The public hearing closed at 7:43 p.m.

ANNOUNCEMENTS & PRESENTATIONS

Mayor Schulman clarified comments written in the Bloomfield Journal regarding the administration of the town. Mayor Schulman stated that the Town Manager is the administrator of the town, not the Mayor as an elected official.

Mayor Schulman requested a Moment of Silence for Quree Carter, who passed away peacefully on July 10, 2014. Ms. Carter was a quiet person; however she was very involved in town activities and volunteering.

Presentation by Bloomfield High School Class President, Ms. Destiny Davis

Ms. Destiny Davis recited her profound graduation speech written for the Bloomfield High School Class of 2014. Ms. Davis encouraged and stressed the importance of hope, dreams and future aspirations to her fellow classmates.

Presentation by Dennis Hubbs

Mr. Dennis Hubbs of D&D Travel Agency and longtime resident of Bloomfield presented the Town Manager with a signed copy of his latest book of photographic images and landscape scenery of Bloomfield.

Recognition of Filley Park Committee

Mayor Schulman recognized and presented Certificates of Appreciation to all members of the Filley Park Committee. He thanked them for volunteering their time, dedication and overall commitment to the revitalization of this park for the community.

Recognition of the School Building Committees

Mayor Schulman recognized and presented Certificates of Appreciation to all members of the school renovation building committees. The Elementary Schools (Metacomet and Laurel), Carmen Arace Middle School and Bloomfield High School committees were thanked for their tireless efforts, advice, guidance and commitment to the renovation of the Bloomfield Public Schools.

Councilor Rivers commended and expressed gratitude to all those who serve on the building committees.

Councilor Seldon suggested that another recognition event should be scheduled to recognize all members of the school building committees for their participation. There were several members of each committee not present.

Councilor Hypolite also stated that the Town of Bloomfield will save millions of dollars with the approval of the "hold harmless" State of Connecticut school reimbursement bill.

Mrs. Naomi Cohen, Chair of the Elementary School building committee thanked, recognized and expressed appreciation to Mr. Wayne Casper, Director of Facilities for Bloomfield Public Schools. Mr. Casper extended his outstanding guidance and expertise with all building committees to ensure success and cost saving measures of each project.

CITIZENS STATEMENT & PETITIONS

1. **Elizabeth Simon, 9 Prospect Street and Xiomara Edwards, student of the Global Experience Magnet School (GEMS)** extended a personal invitation to all Council members to attend a Basketball Fundraiser event for Parent Teacher Student Organization (PTSO). This event will be held at Bloomfield High School on October 25, 2014 at 6:30 p.m.
2. **Larry Gould, 19 Cadwell Road,** expressed an issue of concern with the Conservation, Energy and Environment Committee. Mr. Gould was told by a member of the CEEC respectfully not to attend any future meeting for promoting Solarize Bloomfield. He expressed his right of free speech in any public setting.

Mayor Schulman informed Mr. Gould that he is entitled to attend any public meeting or hearing as a citizen and town resident. He is also allowed to express his opinion and execute his rights of free speech.

REPORT FROM COUNCIL SUBCOMMITTEES

Committee on Committees – The next subcommittee meeting will be held on July 21, 2014 at 6:30 p.m.

Finance - Councilor Hypolite gave a brief update of the last subcommittee meeting held on June 17, 2014 at 6:00 p.m.

Land Use & Economic Development – The next subcommittee meeting will be held on August 19, 2014 at 7:00 p.m. in Conference Room #5.

COUNCIL BUSINESS

OLD BUSINESS

FY 13/14-69: Consider and Take Action Regarding Town Owned Property on Charter Avenue (following Public Hearing)

It was moved by Deputy Mayor Gamble, seconded by Councilor Rivers and voted unanimously to discontinue the Charter Avenue right-of-way.

FY 13/14-83: Consider and Take Action Regarding Town Owned Property at the Corner of Coventry and East Morningside Streets for Habitat for Humanity Construction (following Public Hearing)

It was moved by Deputy Mayor Gamble, seconded by Councilor Seldon and voted unanimously to transfer Lot 1014 (property located at the corner of Coventry and East Morningside Streets) to Habitat for Humanity.

NEW BUSINESS

FY 14/15-01: Consider and Take Action Regarding Adoption of Resolution (State Department of Education – Child Day Care Program)

It was moved by Deputy Mayor Gamble, seconded by Councilor DeLorenzo and voted unanimously to adopt the following resolution:

RECERTIFIED MUNICIPAL RESOLUTION

I, Philip K. Schenck, Jr., Town Manager of the Town of Bloomfield, a municipality organized under the laws of the State of Connecticut (the "Contractor"), DO HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Bloomfield Town Council, of the Contractor duly held and convened on Monday, July 14, 2014, at which meeting a duly constituted quorum of the Bloomfield Town Council was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: That the Town Manager, Philip K. Schenck, Jr., is empowered to enter into or amend contractual instruments in the name and on behalf of the Town of Bloomfield, with the State of Connecticut Department of Education for a Child Day Care program if such an agreement is offered, and to have the corporate seal affixed to all documents required as a part of any offered agreement.

IN WITNESS WHEREOF, I have affixed my signature and the municipal seal this 14th day of July, 2014.

FY 14/15-02: Consider and Take Action Regarding Adoption of Resolution (Retiree Health Savings Trust Fund)

Mayor Schulman referred this item to the Finance Subcommittee for further discussion and review.

REPORT FROM MAYOR AND TOWN MANAGER

Mayor's Report

On June 26, 2014, Mayor Schulman attended a meeting of chief elected officials with the Connecticut Council of Municipalities (CCM).

Also on June 26, 2014, Mayor Schulman attended the West Indian Celebration in Hartford, CT.

On June 28, 2014, Full Gospel Church of Deliverance celebrated their 20th Church Anniversary as well as the 30th Anniversary of Apostle Cheryl Fortson.

On June 29, 2014, Sacred Heart Church host their Annual Car Show.

On July 3, 2014, Mayor Schulman attended the Lions International Convention

On July 12, 2014, there were two open houses held in town to view award winning gardens on Adams and Duncaster roads.

On July 14, 2014, Mayor Schulman, Philip K. Schenck, Jr., Town Manager, Councilor Hypolite and Thom Hooper, Director of Planning attended the ground breaking of the Duncaster Retirement Community – Alzheimer's Housing Unit.

On July 26, 2014, the Rehoboth Church of God hosted their Annual Outing in Keney Park in Hartford, CT.

On July 31, 2014 at 6:00 p.m. the Annual West Indian Celebration will be held on the Town Green.

Town Manager's Report

Mr. Philip Schenck, Jr., Town Manager reported the following updates:

- The town is taking measures to address the sight line issues on Joyce Street and Glenwood Avenue. There have been several traffic accidents on the corner due to over grown shrubs and grass blinding for drivers.
- The Department of Public Works has begun stripping Duncaster Road.
- Black bears have been seen the northwest corner of town. A brochure was created by the Christine Sparks, Animal Control officer with the Police Department to educate homeowners on safety tips and co-habituating with these animals.
- There are several town vacancies for Police Officers, Substitute Librarian, Librarian I and the Back-Up Mini Bus driver. Any interested applicants can visit Human Resources or the town website for application forms and additional information.
- The town will is ahead of schedule for the Re-Evaluation of property. The town will mail notices in the next week.

- Mr. Schenck, Jr. encourages all town department and employees to promote “BLOOM” stickers as the Town of Bloomfield is a great place to bloom. The stickers are for sale for \$1.00.

APPROVAL OF MINUTES

It was moved by Deputy Mayor Gamble, seconded by Councilor DeLorenzo and voted unanimously to approve the minutes of June 23, 2014.

COUNCIL COMMENTS

Councilor DeLorenzo reminded all residents to support and donate to the Bloomfield Food Bank.

Deputy Mayor Gamble stated that she was delighted to see progress on Charter Avenue.

Councilor Washington attended an induction ceremony for his mother-in-law, Prestine Holloway. Mrs. Holloway was recognized at the Smithsonian Institute for her continued valuable community service for over the past 30 years.

Councilor Seldon stated that it is imperative for the town to execute quick action with the sight line issues on Joyce Street and Glenwood Avenue. He also suggested placement of stop signs to halt traffic. Mr. Schenck, Jr. stated that the necessary citations to homeowners and/or stop sign will be used to handle these traffic issues.

EXECUTIVE SESSION

At 9:05 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor Rivers and voted unanimously to enter into Executive Session A. – Discussion Concerning Pending Claims and Litigation with Town Council, Town Manager, Assistant to the Town Manager and the Town Attorney.

At 9:45 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor DeLorenzo and voted unanimously to exit Executive Session A.

At 9:46 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor Rivers and voted unanimously to enter into Executive Session B. – Discussion Concerning Personnel Matter Regarding the Town Manager.

At 10:03 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor DeLorenzo and voted unanimously to exit Executive Session B.

At 10:04 p.m., it was moved by Deputy Mayor Gamble, seconded by Councilor DeLorenzo and voted unanimously on the Personnel Matter concerning the Town Manager.

ADJOURNMENT

At 10:05 p.m., it was moved Deputy Mayor Gamble, seconded by Councilor DeLorenzo and voted unanimously to adjourn this meeting.